REDACTED

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-1: Please refer to JMB-3 (Redacted), Section 3, 3.1(a). Please define "agreed to market prices" and state how the Company will determine the "agreed to market price."

Response: "Agreed to market prices" will be the price established for Coral's purchase obligations. No specific market price index was established as the sale may be structured at multiple delivery points. The Company expects that the "agreed to market price" is dictated by current natural gas market prices such as those published in Platts Gas Daily or through the ICE electronic trading forum.

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THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-2: Please refer to JMB-3 (Redacted), Section 3. Will the Company credit proceeds generated from the sale of excess gas to customers through Cost of Gas Adjustment factor (CGA) or allocate such proceeds to the Company's shareholders or another entity? Provide the basis for any proceed allocation; include citations to the Department precedents or other regulatory requirements.

Response: All proceeds from "buy back" transactions with Coral as described in Section 3.1 (a) will be credited to firm sales customers through the Cost of Gas Adjustment Clause. When sales are made to Coral pursuant to the "buy back" provision none of the proceeds will be allocated to the Company's shareholders or any other entity.

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THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-3: Please refer to JMB-3 (Redacted), Section 3. Please describe any rights held by another company or other companies, *i.e.* resource portfolio manager, aside from Berkshire, to determine the sale of excess gas.

Response: No other party has any right pursuant to Section 3 of the Agreement to determine the sale of excess gas for the Company.

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THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-4: Please refer to JMB-3 (Redacted), Section 3. Describe the Company's plans to report and/or audit the sale of excess gas transactions.

Response: When an agreement to "buy back" is transacted between Coral and Berkshire, Coral shall send a confirmation of the determined volumes and the mutually agreed upon pricing. See Attachment AG-1-4(a). Berkshire maintains a database of the volumes and associated pricing, and sends a monthly invoice to Coral for its "buy back" transactions. See Attachment AG-1-4(b) (confidential) for an invoice from Berkshire to Coral pursuant to the interim arrangement between the parties in place during this past heating season.

D.T.E. 06-27
Attachment AG-1-4(a)

CORAL ENERGY RESOURCES, L.P

Contract#: 010-NG-BS-11302
Contract Date: 12/01/2005
Deal Maker: Mike Winn

Trade Date: 02/07/2006
Deal #: 115821

CONFIRMATION

THE BERKSHIRE GAS COMPANY
Attention: Jennifer Boucher
115 CHESHIRE ROAD

PITTSFIELD,MA 01201

Date: February 9, 2006
Fax: 1-413-445-0217
Phone: 413-445-0353

This Confirmation ("Confirmation") shall confirm and effectuate the agreement between CORAL ENERGY RESOURCES, L.P. and THE BERKSHIRE GAS COMPANY ("Counterparty") regarding the purchase and sale of natural gas under the following terms.

Seller: THE BERKSHIRE GAS COMPANY Buyer: CORAL ENERGY RESOURCES, L.P.

Period of Delivery Start/End Date	Transporter/ Delivery Point(s)	Level of Service	Designated Quantity (MMBtu Per Day)	Contract Price (USD per MMBtu)
02/08/06 - 02/08/06	TENN PL 200L SnMtr # 020871	Firm	4000 MMBTU	Gas Daily Tennessee Zone 6, delivered

Other Costs:

Special Terms:

Comments:

This Confirmation is being provided pursuant to and in accordance with the above referenced gas purchase and /or sale agreement between Counterparty and CORAL ENERGY RESOURCES, L.P. (the "Agreement") and constitutes part of and is subject to all of the provisions of the Agreement. With respect to the above stated deal identification number (Deal#) identifying this specific "Transaction", this Confirmation shall supersede any prior confirmations of this specific Transaction.

If no fascimile objection to this Confirmation is received by CORAL ENERGY RESOURCES, L.P. at (713) 265-2171, Attn: Energy Administration, from Counterparty by 5:00 p.m., Houston, Texas time, two (2) Businesss Days after delivery of this Confirmation to Counterparty, then this Confirmation shall be the final expression of all the terms hereof and shall be binding and enforceable against Seller and Buyer regardless of whether executed by Counterparty.

THE BERKSHIRE GAS COMPANY

Per: ______________________

Name/Title: ______________________

Date: ______________________

CORAL ENERGY RESOURCES, L.P.

Per: P.K. Butler

Name/Title: **Patricia Butler - Contracts Manager**

Date: **February 9, 2006**

Please return the signed confirmation to Fax: (713) 265-2171

Questions and concerns can be directed to Energy Administration at: CORAL ENERGY RESOURCES, L.P. 909 FANNIN PLAZA LEVEL 1 HOUSTON,TX 77010 PHONE: (713) 230-7505 FAX: (713) 265-2171

berkshire gas
Energy You Can Count On.
People You Can Trust.™

March 8, 2006

Coral Energy Resources, L.P.
Attn: Daisy Bui
Fax: 713-265-1753
909 Fannin Plaza Level 1
Houston, TX 77010

Subject: Invoice for February 2006

Dear A/P Professional:

Pursuant to an agreement between Berkshire Gas Company and Coral Energy, this letter serves as an invoice for the volumes below purchased during the month of February 2006.

Dates	MMBTUS	$/MMBTU	Amt. Due
02/01	5,000	$	$
02/02	7,500	$	$
02/03	7,500	$	$
02/04	3,000	$	$
02/05	3,000	$	$
02/06	3,000	$	$
02/07	7,500	$	$
02/08	4,000	$	$
02/09	4,000	$	$
02/10	7,500	$	$
02/14	7,500	$	$
02/15	7,500	$	$
02/17	7,500	$	$
02/22	7,500	$	$
02/24	3,000	$	$
02/28	7,500	$	$
Total MMBTUS	**92,500**		**$**

Please send a wire transfer in the amount of **$** ____
on or before **March 25,2006** to:

TD Banknorth, N.A.
MASSACHUSETTS
ABA #211370545
Credit: Berkshire Gas Company
Account Number #10004976

For billing questions, please call: Janice Uliasz (413)445-0333.
Fax: 413-442-7500

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-5: Please refer to JMB-3 (Redacted), Section 2, 2.1(a)(b). State the status of the Right of First Refusal ("ROFR"). Include in the response all evaluations, studies, reports, correspondence, e-mails, notes, memorandum, presentation materials, and work papers related to the status and negotiation of the Company's contingent ROFR.

Response: As described in the Letter Agreement between The Berkshire Gas Company ("Berkshire"), and Coral Energy Resources, L.P. ("Coral"), dated January 27, 2006, Coral will utilize commercially reasonable efforts to obtain from Tennessee Gas Pipeline ("Tennessee") the ROFR related to Coral's Niagara to Pittsfield firm capacity. Coral has had limited discussions with Tennessee on this matter and will keep Berkshire informed as these discussions progress. The Company expects that contemplated discussions and the potential FERC filing will be initiated subsequent to approval of the Agreement.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-6: State whether the Fuel Purchase Agreement ("FPA") or the Amended Fuel Purchase Agreement ("AFPA") included a ROFR.[1] If not, explain the absence of an ROFR from those contracts. Include in this response all evaluations, studies, reports, correspondence, e-mails, notes, memorandum, presentation materials, and work papers related to the absence or presence of an ROFR in the FPA and/or the AFPA.

Response: The Fuel Purchase Agreement ("FPA") was executed in early 1989 while the Amendment to Fuel Purchase Agreement ("AFPA") was executed in 1992. While the Agreements did not specifically contain a ROFR, the AFPA was negotiated with the goal of securing maximum value for the Company's customers while addressing the requirements of a developer of a new power generating facility within Pittsfield. The Company's negotiation strategy reflected the then current market and regulatory structure as well as the willingness of the developer to agree to specific terms. The AFPA was a component of an expected long-term deal structure that for more than 15 years provided substantial value to Berkshire's utility customers with no fixed cost. The project operator eventually elected to change its operation due to changes in the electric industry market and regulatory structure from the time the FPA and the AFPA were negotiated.

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[1] FPA refers to the agreement between Altresco Inc., a Delaware Corporation, and Berkshire, dated March 15, 1989. D.T.E. 05-58, AG-1-3, Attachment 1-3(b). AFPA refers to the agreement between Altresco Pittsfield L.P., a Delaware Corporation, and Berkshire, dated December 11, 1992. D.T.E. 05-58, AG-1-3, Attachment 1-3(a).

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question
AG-1-7: Please refer to JMB-3 (Redacted), Section 2, 2.1(e). Explain how the Company determined the value of the "lump-sum payment." Include in the response all evaluations, studies, reports, correspondence, e-mails, notes, memorandum, presentation materials and work papers related to the determination of that value.

Response: The lump sum payment was determined based upon negotiations with Coral and is intended to reflect a discount to the price if the right of first refusal is not transferred.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-8: Please refer to D.T.E. 06-27, Direct Testimony of Jennifer M. Boucher ("Test."), pp. 3, lines 14-22, pp. 6, lines 1-14. Explain in detail all backstop provisions the Company made to ensure reliable service in the event that additional Tennessee capacity fails to become available to the Company by the 2008/09 winter heating season? Provide the 'cost per dth' of each alternative.

Response: The Tennessee capacity approved in D.T.E. 05-58 is expected to be in-service by the 2007/2008 winter heating season. Importantly, this project involved a capacity expansion without new pipeline facilities being necessary. The Company has higher volumes available from Coral for the 2007/2008 heating season in the event that there are delays in the Tennessee ConneXion Project. The Company opted to structure the ratchet-down provision within the Coral Agreement for the winter 2008/2009 winter heating season as a backstop provision in case the Tennessee capacity is delayed an additional year. Further, the Company has had discussions with Coral in the event that the Tennessee capacity is delayed beyond 2008/2009. Coral expects to be able to provide the additional required service to the Company but it will be at the then in effect market price rather than the price agreed to in the proposed Agreement.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-9: Please provide a columnar chart that includes the following:

a. the actual volume of gas Berkshire Gas Company ("Berkshire" or "Company") received pursuant to the AFPA for each Winter Period[2] starting with the 1998/99 Winter Period and ending with the 2002/03 Winter Period, and;

b. the actual cost Berkshire paid for such gas, and;

c. an estimated cost of such gas based on price terms set in the "Base Contract," "Confirmation," and "Letter Agreement" ("Agreement")[3] and the Gas Transportation Agreement approved in D.T.E. 05-58. The gas purchased during the 1998/99, 1999/00, 2000/01 Winter Periods should be priced according to the Proposed Agreement price terms and the gas purchased during the 2001/02 and 2002/03 Winter Periods should be priced according to the price terms in the Agreement and the Gas Transportation Agreement approved in D.T.E. 05-58. Include the calculations and assumptions used to generate this estimation.

Response: Please refer to Attachment AG-1-9 which provides a chart showing the actual volumes that Berkshire received pursuant to the AFPA and its associated cost, as well as the estimated cost of such gas based on the price terms of the Coral Agreement and the agreement approved in D.T.E. 05-58. Berkshire has provided data starting with the Winter 2000-2001 period through the Winter 2003-2004 period, as pricing information prior to this period is no longer available.

The Company's analysis includes the following assumptions: 1) Consistent with the terms of the Agreement, there are no Coral volumes (or costs) in the months of November and March; 2) Connexion volumes are dispatched first, and any remaining AFPA volumes are served by Coral; and 3) Any Coral/Connexion volumes not used to fulfill AFPA obligations are assumed to be sold at the historical Tennessee Zone 6 Gas Daily price as published in Platts Gas Daily.

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[2] "Winter Period shall mean the period beginning on November 1st of each year and ending on the following March 31st." D.T.E. 05-58, AG-1-3, Attachment 1-3(a), pp. 2, paragraph 1, F.

[3] The Agreement is defined as (i) a North American Energy Standards Board Base Contract, (ii) a Transaction Confirmation dates as of December 7, 2005, and (iii) a Letter Agreement. D.T.E. 06-27, Direct Testimony of Jennifer M. Boucher, pp. 3, lines 5-12.

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question
AG-1-9 (cont'd.):

In the end, the incremental costs range from $2,869,755 to a credit of ($342,492). However, the Company does not believe that these results are meaningful since the natural gas supply and capacity markets have fundamentally changed since the winter 2000/2001 period, and it is likely that the pricing established for the Coral/Connexion agreements would have been secured at a significantly lower rate six years ago.

Winter 2000-2001					
	AFPA Volume (Dth)	# Days Taken	Actual Cost	Estimated Replacement Cost	Estimated Incremental Cost
Nov-00	0	0	$0	$0	$0
Dec-00	73,000	14	$623,447	$696,660	$73,213
Jan-01	12,000	4	$93,328	$1,054,995	$961,667
Feb-01	0	0	$0	$1,834,875	$1,834,875
Mar-01	0	0	$0	$0	$0
Total	85,000	18	$716,775	$3,586,530	$2,869,755

Winter 2001-2002					
	AFPA Volume (Dth)	# Days Taken	Actual Cost	Estimated Replacement Cost	Estimated Incremental Cost
Nov-01	0	0	$0	$170,965	$170,965
Dec-01	0	0	$0	$358,155	$358,155
Jan-02	0	0	$0	$432,611	$432,611
Feb-02	0	0	$0	$287,684	$287,684
Mar-02	0	0	$0	($10,763)	($10,763)
Total	0	0	$0	$1,238,652	$1,238,652

Winter 2002-2003					
	AFPA Volume (Dth)	# Days Taken	Actual Cost	Estimated Replacement Cost	Estimated Incremental Cost
Nov-02	0	0	$0	$72,400	$72,400
Dec-02	10,500	3	$81,632	$166,099	$84,467
Jan-03	33,000	9	$298,416	$29,935	($268,481)
Feb-03	38,000	8	$421,055	$4,386	($416,669)
Mar-03	23,500	4	$279,862	$465,653	$185,791
Total	105,000	24	$1,080,965	$738,473	($342,492)

Winter 2003-2004					
	AFPA Volume (Dth)	# Days Taken	Actual Cost	Estimated Replacement Cost	Estimated Incremental Cost
Nov-03	0	0	$0	$55,637	$55,637
Dec-03	0	0	$0	$30,798	$30,798
Jan-04	83,000	12	$868,313	$600,681	($267,632)
Feb-04	7,500	1	$68,993	$358,966	$289,973
Mar-04	0	0	$0	$14,946	$14,946
Total	90,500	13	$937,306	$1,061,027	$123,721

	Connexion Volumes (1)	Coral Volumes (2)	Actual AFPA Volumes (3)	Connexion Volumes Sold (4)	Coral Volumes Sold (5)	Tennessee Zone 6 Gas Daily Price (6)	NYMEX settle Price (7)	Coral Delivered Price (8)	Total Coral Cost (9)	Coral Buy Back Credit (10)	Net Coral Cost (11)	IFERC Zone 0 (12)	Connexion Delivered Price (13)	Total Connexion Cost (14)	Connexion Buy Back Credit (15)	Net Connexion Cost (16)	Net AFPA Cost (17)
									(2) * (8)	(5) * (6)	(9) - (10)			(1) * (13)	(4) * (6)	(14) - (15)	(11) + (16)
12/01/00	0	7,500	0	0	7,500	$7.295	$6.016	$9.336	$70,020	$54,713	$15,308	N/A	N/A	N/A	N/A	$0	$15,308
12/02/00	0	7,500	0	0	7,500	$7.180	$6.016	$9.336	$70,020	$53,850	$16,170	N/A	N/A	N/A	N/A	$0	$16,170
12/03/00	0	7,500	0	0	7,500	$7.180	$6.016	$9.336	$70,020	$53,850	$16,170	N/A	N/A	N/A	N/A	$0	$16,170
12/04/00	0	7,500	0	0	7,500	$7.180	$6.016	$9.336	$70,020	$53,850	$16,170	N/A	N/A	N/A	N/A	$0	$16,170
12/05/00	0	7,500	0	0	7,500	$8.270	$6.016	$9.336	$70,020	$62,025	$7,995	N/A	N/A	N/A	N/A	$0	$7,995
12/06/00	0	7,500	0	0	7,500	$10.436	$6.016	$9.336	$70,020	$78,263	($8,243)	N/A	N/A	N/A	N/A	$0	($8,243)
12/07/00	0	7,500	0	0	7,500	$11.310	$6.016	$9.336	$70,020	$84,825	($14,805)	N/A	N/A	N/A	N/A	$0	($14,805)
12/08/00	0	7,500	4,000	0	3,500	$9.205	$6.016	$9.336	$70,020	$32,218	$37,803	N/A	N/A	N/A	N/A	$0	$37,803
12/09/00	0	7,500	0	0	7,500	$8.725	$6.016	$9.336	$70,020	$65,438	$4,583	N/A	N/A	N/A	N/A	$0	$4,583
12/10/00	0	7,500	0	0	7,500	$8.725	$6.016	$9.336	$70,020	$65,438	$4,583	N/A	N/A	N/A	N/A	$0	$4,583
12/11/00	0	7,500	0	0	7,500	$8.725	$6.016	$9.336	$70,020	$65,438	$4,583	N/A	N/A	N/A	N/A	$0	$4,583
12/12/00	0	7,500	0	0	7,500	$10.950	$6.016	$9.336	$70,020	$82,125	($12,105)	N/A	N/A	N/A	N/A	$0	($12,105)
12/13/00	0	7,500	7,500	0	0	$9.680	$6.016	$9.336	$70,020	$0	$70,020	N/A	N/A	N/A	N/A	$0	$70,020
12/14/00	0	7,500	7,500	0	0	$8.305	$6.016	$9.336	$70,020	$0	$70,020	N/A	N/A	N/A	N/A	$0	$70,020
12/15/00	0	7,500	0	0	7,500	$8.155	$6.016	$9.336	$70,020	$61,163	$8,858	N/A	N/A	N/A	N/A	$0	$8,858
12/16/00	0	7,500	0	0	7,500	$8.435	$6.016	$9.336	$70,020	$63,263	$6,757	N/A	N/A	N/A	N/A	$0	$6,757
12/17/00	0	7,500	0	0	7,500	$8.435	$6.016	$9.336	$70,020	$63,263	$6,757	N/A	N/A	N/A	N/A	$0	$6,757
12/18/00	0	7,500	0	0	7,500	$8.435	$6.016	$9.336	$70,020	$63,263	$6,757	N/A	N/A	N/A	N/A	$0	$6,757
12/19/00	0	7,500	0	0	7,500	$9.990	$6.016	$9.336	$70,020	$74,925	($4,905)	N/A	N/A	N/A	N/A	$0	($4,905)
12/20/00	0	7,500	0	0	7,500	$9.935	$6.016	$9.336	$70,020	$74,513	($4,493)	N/A	N/A	N/A	N/A	$0	($4,493)
12/21/00	0	7,500	3,000	0	4,500	$10.710	$6.016	$9.336	$70,020	$48,195	$21,825	N/A	N/A	N/A	N/A	$0	$21,825
12/22/00	0	7,500	3,000	0	4,500	$11.640	$6.016	$9.336	$70,020	$52,380	$17,640	N/A	N/A	N/A	N/A	$0	$17,640
12/23/00	0	7,500	7,000	0	500	$12.405	$6.016	$9.336	$70,020	$6,203	$63,818	N/A	N/A	N/A	N/A	$0	$63,818
12/24/00	0	7,500	7,000	0	500	$12.405	$6.016	$9.336	$70,020	$6,203	$63,818	N/A	N/A	N/A	N/A	$0	$63,818
12/25/00	0	7,500	7,000	0	500	$12.405	$6.016	$9.336	$70,020	$6,203	$63,818	N/A	N/A	N/A	N/A	$0	$63,818
12/26/00	0	7,500	7,000	0	500	$12.405	$6.016	$9.336	$70,020	$6,203	$63,818	N/A	N/A	N/A	N/A	$0	$63,818
12/27/00	0	7,500	4,000	0	3,500	$11.745	$6.016	$9.336	$70,020	$41,108	$28,913	N/A	N/A	N/A	N/A	$0	$28,913
12/28/00	0	7,500	4,000	0	3,500	$11.090	$6.016	$9.336	$70,020	$38,815	$31,205	N/A	N/A	N/A	N/A	$0	$31,205
12/29/00	0	7,500	4,000	0	3,500	$11.070	$6.016	$9.336	$70,020	$38,745	$31,275	N/A	N/A	N/A	N/A	$0	$31,275
12/30/00	0	7,500	4,000	0	3,500	$11.070	$6.016	$9.336	$70,020	$38,745	$31,275	N/A	N/A	N/A	N/A	$0	$31,275
12/31/00	0	7,500	4,000	0	3,500	$11.070	$6.016	$9.336	$70,020	$38,745	$31,275	N/A	N/A	N/A	N/A	$0	$31,275
Dec. Total	0	232,500	73,000	0	159,500				$2,170,620	$1,473,960	$696,660						$696,660
01/01/01	0	7,500	0	0	7,500	$13.735	$9.980	$13.300	$99,750	$103,013	($3,263)	N/A	N/A	N/A	N/A	$0	($3,263)
01/02/01	0	7,500	0	0	7,500	$13.735	$9.980	$13.300	$99,750	$103,013	($3,263)	N/A	N/A	N/A	N/A	$0	($3,263)
01/03/01	0	7,500	0	0	7,500	$11.225	$9.980	$13.300	$99,750	$84,188	$15,563	N/A	N/A	N/A	N/A	$0	$15,563
01/04/01	0	7,500	0	0	7,500	$10.380	$9.980	$13.300	$99,750	$77,700	$22,050	N/A	N/A	N/A	N/A	$0	$22,050
01/05/01	0	7,500	0	0	7,500	$10.040	$9.980	$13.300	$99,750	$75,300	$24,450	N/A	N/A	N/A	N/A	$0	$24,450
01/06/01	0	7,500	0	0	7,500	$10.595	$9.980	$13.300	$99,750	$79,463	$20,288	N/A	N/A	N/A	N/A	$0	$20,288
01/07/01	0	7,500	0	0	7,500	$10.595	$9.980	$13.300	$99,750	$79,463	$20,288	N/A	N/A	N/A	N/A	$0	$20,288
01/08/01	0	7,500	0	0	7,500	$10.595	$9.980	$13.300	$99,750	$79,463	$20,288	N/A	N/A	N/A	N/A	$0	$20,288
01/09/01	0	7,500	3,000	0	4,500	$11.115	$9.980	$13.300	$99,750	$50,018	$49,733	N/A	N/A	N/A	N/A	$0	$49,733
01/10/01	0	7,500	3,000	0	4,500	$10.805	$9.980	$13.300	$99,750	$48,623	$51,128	N/A	N/A	N/A	N/A	$0	$51,128
01/11/01	0	7,500	3,000	0	4,500	$10.715	$9.980	$13.300	$99,750	$48,218	$51,533	N/A	N/A	N/A	N/A	$0	$51,533
01/12/01	0	7,500	3,000	0	4,500	$10.005	$9.980	$13.300	$99,750	$45,023	$54,728	N/A	N/A	N/A	N/A	$0	$54,728
01/13/01	0	7,500	0	0	7,500	$9.490	$9.980	$13.300	$99,750	$71,175	$28,575	N/A	N/A	N/A	N/A	$0	$28,575
01/14/01	0	7,500	0	0	7,500	$9.490	$9.980	$13.300	$99,750	$71,175	$28,575	N/A	N/A	N/A	N/A	$0	$28,575
01/15/01	0	7,500	0	0	7,500	$9.490	$9.980	$13.300	$99,750	$71,175	$28,575	N/A	N/A	N/A	N/A	$0	$28,575
01/16/01	0	7,500	0	0	7,500	$9.490	$9.980	$13.300	$99,750	$71,175	$28,575	N/A	N/A	N/A	N/A	$0	$28,575
01/17/01	0	7,500	0	0	7,500	$8.740	$9.980	$13.300	$99,750	$65,550	$34,200	N/A	N/A	N/A	N/A	$0	$34,200
01/18/01	0	7,500	0	0	7,500	$8.445	$9.980	$13.300	$99,750	$63,338	$36,413	N/A	N/A	N/A	N/A	$0	$36,413
01/19/01	0	7,500	0	0	7,500	$7.595	$9.980	$13.300	$99,750	$56,963	$42,788	N/A	N/A	N/A	N/A	$0	$42,788
01/20/01	0	7,500	0	0	7,500	$8.230	$9.980	$13.300	$99,750	$61,725	$38,025	N/A	N/A	N/A	N/A	$0	$38,025
01/21/01	0	7,500	0	0	7,500	$8.230	$9.980	$13.300	$99,750	$61,725	$38,025	N/A	N/A	N/A	N/A	$0	$38,025
01/22/01	0	7,500	0	0	7,500	$8.230	$9.980	$13.300	$99,750	$61,725	$38,025	N/A	N/A	N/A	N/A	$0	$38,025
01/23/01	0	7,500	0	0	7,500	$8.310	$9.980	$13.300	$99,750	$62,325	$37,425	N/A	N/A	N/A	N/A	$0	$37,425
01/24/01	0	7,500	0	0	7,500	$7.535	$9.980	$13.300	$99,750	$56,513	$43,238	N/A	N/A	N/A	N/A	$0	$43,238
01/25/01	0	7,500	0	0	7,500	$7.435	$9.980	$13.300	$99,750	$55,763	$43,988	N/A	N/A	N/A	N/A	$0	$43,988
01/26/01	0	7,500	0	0	7,500	$7.880	$9.980	$13.300	$99,750	$59,100	$40,650	N/A	N/A	N/A	N/A	$0	$40,650
01/27/01	0	7,500	0	0	7,500	$7.880	$9.980	$13.300	$99,750	$59,100	$40,650	N/A	N/A	N/A	N/A	$0	$40,650
01/28/01	0	7,500	0	0	7,500	$7.880	$9.980	$13.300	$99,750	$59,100	$40,650	N/A	N/A	N/A	N/A	$0	$40,650
01/29/01	0	7,500	0	0	7,500	$7.590	$9.980	$13.300	$99,750	$56,925	$42,825	N/A	N/A	N/A	N/A	$0	$42,825
01/30/01	0	7,500	0	0	7,500	$7.035	$9.980	$13.300	$99,750	$52,763	$46,988	N/A	N/A	N/A	N/A	$0	$46,988
01/31/01	0	7,500	0	0	7,500	$6.195	$9.980	$13.300	$99,750	$46,463	$53,288	N/A	N/A	N/A	N/A	$0	$53,288
Jan. Total	0	232,500	12,000		220,500				$3,092,250	$2,037,255	$1,054,995						$1,054,995

	Connexion Volumes (1)	Coral Volumes (2)	Actual AFPA Volumes (3)	Connexion Volumes Sold (4)	Coral Volumes Sold (5)	Tennessee Zone 6 Gas Daily Price (6)	NYMEX settle Price (7)	Coral Delivered Price (8)	Total Coral Cost (9) (2) * (8)	Coral Buy Back Credit (10) (5) * (6)	Net Coral Cost (11) (9) - (10)	IFERC Zone 0 (12)	Connexion Delivered Price (13)	Total Connexion Cost (14) (1) * (13)	Connexion Buy Back Credit (15) (4) * (6)	Net Connexion Cost (16) (14) - (15)	Net AFPA Cost (17) (11) + (16)
02/01/01	0	7,500	0	0	7,500	$6.290	$6.293	$9.613	$72,098	$47,175	$24,923	N/A	N/A	N/A	N/A	$0	$24,923
02/02/01	0	7,500	0	0	7,500	$6.290	$6.293	$9.613	$72,098	$47,175	$24,923	N/A	N/A	N/A	N/A	$0	$24,923
02/03/01	0	7,500	0	0	7,500	$7.100	$6.293	$9.613	$72,098	$53,250	$18,848	N/A	N/A	N/A	N/A	$0	$18,848
02/04/01	0	7,500	0	0	7,500	$7.100	$6.293	$9.613	$72,098	$53,250	$18,848	N/A	N/A	N/A	N/A	$0	$18,848
02/05/01	0	7,500	0	0	7,500	$7.100	$6.293	$9.613	$72,098	$53,250	$18,848	N/A	N/A	N/A	N/A	$0	$18,848
02/06/01	0	7,500	0	0	7,500	$6.180	$6.293	$9.613	$72,098	$46,350	$25,748	N/A	N/A	N/A	N/A	$0	$25,748
02/07/01	0	7,500	0	0	7,500	$6.035	$6.293	$9.613	$72,098	$45,263	$26,835	N/A	N/A	N/A	N/A	$0	$26,835
02/08/01	0	7,500	0	0	7,500	$6.145	$6.293	$9.613	$72,098	$46,088	$26,010	N/A	N/A	N/A	N/A	$0	$26,010
02/09/01	0	7,500	0	0	7,500	$6.675	$6.293	$9.613	$72,098	$50,063	$22,035	N/A	N/A	N/A	N/A	$0	$22,035
02/10/01	0	7,500	0	0	7,500	$6.620	$6.293	$9.613	$72,098	$49,650	$22,448	N/A	N/A	N/A	N/A	$0	$22,448
02/11/01	0	7,500	0	0	7,500	$6.620	$6.293	$9.613	$72,098	$49,650	$22,448	N/A	N/A	N/A	N/A	$0	$22,448
02/12/01	0	7,500	0	0	7,500	$6.620	$6.293	$9.613	$72,098	$49,650	$22,448	N/A	N/A	N/A	N/A	$0	$22,448
02/13/01	0	7,500	0	0	7,500	$6.105	$6.293	$9.613	$72,098	$45,788	$26,310	N/A	N/A	N/A	N/A	$0	$26,310
02/14/01	0	7,500	0	0	7,500	$6.055	$6.293	$9.613	$72,098	$45,413	$26,685	N/A	N/A	N/A	N/A	$0	$26,685
02/15/01	0	7,500	0	0	7,500	$6.375	$6.293	$9.613	$72,098	$47,813	$24,285	N/A	N/A	N/A	N/A	$0	$24,285
02/16/01	0	7,500	0	0	7,500	$5.820	$6.293	$9.613	$72,098	$43,650	$28,448	N/A	N/A	N/A	N/A	$0	$28,448
02/17/01	0	7,500	0	0	7,500	$6.060	$6.293	$9.613	$72,098	$45,450	$26,648	N/A	N/A	N/A	N/A	$0	$26,648
02/18/01	0	7,500	0	0	7,500	$6.060	$6.293	$9.613	$72,098	$45,450	$26,648	N/A	N/A	N/A	N/A	$0	$26,648
02/19/01	0	7,500	0	0	7,500	$6.060	$6.293	$9.613	$72,098	$45,450	$26,648	N/A	N/A	N/A	N/A	$0	$26,648
02/20/01	0	7,500	0	0	7,500	$6.060	$6.293	$9.613	$72,098	$45,450	$26,648	N/A	N/A	N/A	N/A	$0	$26,648
02/21/01	0	7,500	0	0	7,500	$5.705	$6.293	$9.613	$72,098	$42,788	$29,310	N/A	N/A	N/A	N/A	$0	$29,310
02/22/01	0	7,500	0	0	7,500	$5.790	$6.293	$9.613	$72,098	$43,425	$28,673	N/A	N/A	N/A	N/A	$0	$28,673
02/23/01	0	7,500	0	0	7,500	$5.645	$6.293	$9.613	$72,098	$42,336	$29,760	N/A	N/A	N/A	N/A	$0	$29,760
02/24/01	0	7,500	0	0	7,500	$5.535	$6.293	$9.613	$72,098	$41,513	$30,585	N/A	N/A	N/A	N/A	$0	$30,585
02/25/01	0	7,500	0	0	7,500	$5.535	$6.293	$9.613	$72,098	$41,513	$30,585	N/A	N/A	N/A	N/A	$0	$30,585
02/26/01	0	7,500	0	0	7,500	$5.535	$6.293	$9.613	$72,098	$41,513	$30,585	N/A	N/A	N/A	N/A	$0	$30,585
02/27/01	0	7,500	0	0	7,500	$5.540	$6.293	$9.613	$72,098	$41,550	$30,548	N/A	N/A	N/A	N/A	$0	$30,548
02/28/01	0	7,500	0	0	7,500	$5.630	$6.293	$9.613	$72,098	$42,225	$29,873	N/A	N/A	N/A	N/A	$0	$29,873
Feb. Total	0	210,000	0	0	210,000				$5,210,730	$3,375,855	$1,834,875					$0	$1,834,875
11/01/01	4,000	0	0	4,000	0	$3.450	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$13,800	$2,467	$2,467
11/02/01	4,000	0	0	4,000	0	$3.265	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$13,060	$3,207	$3,207
11/03/01	4,000	0	0	4,000	0	$3.225	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$12,900	$3,367	$3,367
11/04/01	4,000	0	0	4,000	0	$3.225	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$12,900	$3,367	$3,367
11/05/01	4,000	0	0	4,000	0	$3.225	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$12,900	$3,367	$3,367
11/06/01	4,000	0	0	4,000	0	$3.385	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$13,540	$2,727	$2,727
11/07/01	4,000	0	0	4,000	0	$3.210	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$12,840	$3,427	$3,427
11/08/01	4,000	0	0	4,000	0	$3.115	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$12,460	$3,807	$3,807
11/09/01	4,000	0	0	4,000	0	$3.080	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$12,320	$3,947	$3,947
11/10/01	4,000	0	0	4,000	0	$2.950	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$11,800	$4,467	$4,467
11/11/01	4,000	0	0	4,000	0	$2.950	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$11,800	$4,467	$4,467
11/12/01	4,000	0	0	4,000	0	$2.950	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$11,800	$4,467	$4,467
11/13/01	4,000	0	0	4,000	0	$2.840	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$11,360	$4,907	$4,907
11/14/01	4,000	0	0	4,000	0	$2.760	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$11,040	$5,227	$5,227
11/15/01	4,000	0	0	4,000	0	$2.570	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$10,280	$5,987	$5,987
11/16/01	4,000	0	0	4,000	0	$2.195	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$8,780	$7,487	$7,487
11/17/01	4,000	0	0	4,000	0	$1.950	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$7,800	$8,467	$8,467
11/18/01	4,000	0	0	4,000	0	$1.950	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$7,800	$8,467	$8,467
11/19/01	4,000	0	0	4,000	0	$1.950	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$7,800	$8,467	$8,467
11/20/01	4,000	0	0	4,000	0	$2.470	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$9,880	$6,387	$6,387
11/21/01	4,000	0	0	4,000	0	$2.965	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$11,860	$4,407	$4,407
11/22/01	4,000	0	0	4,000	0	$2.115	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$8,460	$7,807	$7,807
11/23/01	4,000	0	0	4,000	0	$2.115	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$8,460	$7,807	$7,807
11/24/01	4,000	0	0	4,000	0	$2.115	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$8,460	$7,807	$7,807
11/25/01	4,000	0	0	4,000	0	$2.115	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$8,460	$7,807	$7,807
11/26/01	4,000	0	0	4,000	0	$2.115	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$8,460	$7,807	$7,807
11/27/01	4,000	0	0	4,000	0	$1.915	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$7,660	$8,607	$8,607
11/28/01	4,000	0	0	4,000	0	$2.145	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$8,580	$7,687	$7,687
11/29/01	4,000	0	0	4,000	0	$2.595	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$10,380	$5,887	$5,887
11/30/01	4,000	0	0	4,000	0	$2.360	$3.202	$6.522	$0	$0	$0	$3.030	$4.07	$16,267	$9,400	$6,867	$6,867
Nov. Total	120,000	0	0	120,000	0				$0	$0	$0			$488,005	$317,040	$170,985	$170,985

	Connexion Volumes (1)	Coral Volumes (2)	Actual AFPA Volumes (3)	Connexion Volumes Sold (4)	Coral Volumes Sold (5)	Tennessee Zone 6 Gas Daily Price (6)	NYMEX settle Price (7)	Coral Delivered Price (8)	Total Coral Cost (9) (2) * (8)	Coral Buy Back Credit (10) (5) * (6)	Net Coral Cost (11) (9) - (10)	IFERC Zone 0 (12)	Connexion Delivered Price (13)	Total Connexion Cost (14) (1) * (13)	Connexion Buy Back Credit (15) (4) * (6)	Net Connexion Cost (16) (14) - (15)	Net AFPA Cost (17) (11) + (16)
12/01/01	4 000	3,500	0	4,000	3,500	$2.125	$2.316	$5.636	$19,726	$7,438	$12,289	$2.160	$3.11	$12,455	$8,500	$3,955	$16,243
12/02/01	4 000	3,500	0	4,000	3,500	$2.125	$2.316	$5.636	$19,726	$7,438	$12,289	$2.160	$3.11	$12,455	$8,500	$3,955	$16,243
12/03/01	4 000	3,500	0	4,000	3,500	$2.125	$2.316	$5.636	$19,726	$7,438	$12,289	$2.160	$3.11	$12,455	$8,500	$3,955	$16,243
12/04/01	4 000	3,500	0	4,000	3,500	$2.365	$2.316	$5.636	$19,726	$8,278	$11,449	$2.160	$3.11	$12,455	$9,460	$2,995	$14,443
12/05/01	4 000	3,500	0	4,000	3,500	$2.280	$2.316	$5.636	$19,726	$7,980	$11,746	$2.160	$3.11	$12,455	$9,120	$3,335	$15,081
12/06/01	4.000	3,500	0	4,000	3,500	$2.150	$2.316	$5.636	$19,726	$7,525	$12,201	$2.160	$3.11	$12,455	$8,600	$3,855	$16,056
12/07/01	4 000	3,500	0	4,000	3,500	$2.125	$2.316	$5.636	$19,726	$7,438	$12,289	$2.160	$3.11	$12,455	$8,500	$3,955	$16,243
12/08/01	4 000	3,500	0	4,000	3,500	$2.445	$2.316	$5.636	$19,726	$8,558	$11,169	$2.160	$3.11	$12,455	$9,780	$2,675	$13,843
12/09/01	4 000	3,500	0	4,000	3,500	$2.445	$2.316	$5.636	$19,726	$8,558	$11,169	$2.160	$3.11	$12,455	$9,780	$2,675	$13,843
12/10/01	4 000	3,500	0	4,000	3,500	$2.445	$2.316	$5.636	$19,726	$8,558	$11,169	$2.160	$3.11	$12,455	$9,780	$2,675	$13,843
12/11/01	4 000	3,500	0	4,000	3,500	$2.880	$2.316	$5.636	$19,726	$9,380	$10,346	$2.160	$3.11	$12,455	$10,720	$1,735	$12,081
12/12/01	4 000	3,500	0	4,000	3,500	$2.900	$2.316	$5.636	$19,726	$10,150	$9,576	$2.160	$3.11	$12,455	$11,600	$855	$10,431
12/13/01	4 000	3,500	0	4,000	3,500	$2.785	$2.316	$5.636	$19,726	$9,748	$9,979	$2.160	$3.11	$12,455	$11,140	$1,315	$11,293
12/14/01	4 000	3,500	0	4,000	3,500	$2.680	$2.316	$5.636	$19,726	$9,380	$10,346	$2.160	$3.11	$12,455	$10,720	$1,735	$12,081
12/15/01	4 000	3,500	0	4,000	3,500	$2.730	$2.316	$5.636	$19,726	$9,555	$10,171	$2.160	$3.11	$12,455	$10,920	$1,535	$11,706
12/16/01	4 000	3,500	0	4,000	3,500	$2.730	$2.316	$5.636	$19,726	$9,555	$10,171	$2.160	$3.11	$12,455	$10,920	$1,535	$11,706
12/17/01	4 000	3,500	0	4,000	3,500	$2.730	$2.316	$5.636	$19,726	$9,555	$10,171	$2.160	$3.11	$12,455	$10,920	$1,535	$11,706
12/18/01	4 000	3,500	0	4,000	3,500	$2.995	$2.316	$5.636	$19,726	$10,483	$9,244	$2.160	$3.11	$12,455	$11,980	$475	$9,718
12/19/01	4.000	3,500	0	4,000	3,500	$3.010	$2.316	$5.636	$19,726	$10,535	$9,191	$2.160	$3.11	$12,455	$12,040	$415	$9,606
12/20/01	4 000	3,500	0	4,000	3,500	$3.035	$2.316	$5.636	$19,726	$10,623	$9,104	$2.160	$3.11	$12,455	$12,140	$315	$9,418
12/21/01	4 000	3,500	0	4,000	3,500	$2.990	$2.316	$5.636	$19,726	$10,465	$9,261	$2.160	$3.11	$12,455	$11,960	$495	$9,756
12/22/01	4 000	3,500	0	4,000	3,500	$2.965	$2.316	$5.636	$19,726	$10,378	$9,349	$2.160	$3.11	$12,455	$11,880	$595	$9,943
12/23/01	4 000	3,500	0	4,000	3,500	$2.965	$2.316	$5.636	$19,726	$10,378	$9,349	$2.160	$3.11	$12,455	$11,860	$595	$9,943
12/24/01	4 000	3,500	0	4,000	3,500	$2.965	$2.316	$5.636	$19,726	$10,378	$9,349	$2.160	$3.11	$12,455	$11,860	$595	$9,943
12/25/01	4 000	3,500	0	4,000	3,500	$2.965	$2.316	$5.636	$19,726	$10,378	$9,349	$2.160	$3.11	$12,455	$11,860	$595	$9,943
12/26/01	4 000	3,500	0	4,000	3,500	$2.965	$2.316	$5.636	$19,726	$10,378	$9,349	$2.160	$3.11	$12,455	$11,860	$595	$9,943
12/27/01	4 000	3,500	0	4,000	3,500	$3.560	$2.316	$5.636	$19,726	$12,460	$7,266	$2.160	$3.11	$12,455	$14,240	($1,785)	$5,481
12/28/01	4 000	3,500	0	4,000	3,500	$3.245	$2.316	$5.636	$19,726	$11,358	$8,369	$2.160	$3.11	$12,455	$12,980	($525)	$7,843
12/29/01	4 000	3,500	0	4,000	3,500	$3.245	$2.316	$5.636	$19,726	$11,358	$8,369	$2.160	$3.11	$12,455	$12,980	($525)	$7,843
12/30/01	4 000	3,500	0	4,000	3,500	$3.245	$2.316	$5.636	$19,726	$11,358	$8,369	$2.160	$3.11	$12,455	$12,980	($525)	$7,843
12/31/01	4 000	3,500	0	4,000	3,500	$3.245	$2.316	$5.636	$19,726	$11,358	$8,369	$2.160	$3.11	$12,455	$12,980	($525)	$7,843
Dec. Total	124,000	108,500	0	124,000	108,500				$611,506	$298,410	$313,096			$386,099	$341,040	$45,059	$358,156
				0													
01/01/02	4 000	3,500	0	4,000	3,500	$3.605	$2.555	$5.875	$20,563	$13,318	$7,245	$2.520	$3.51	$14,032	$15,220	($1,168)	$6,057
01/02/02	4 000	3,500	0	4,000	3,500	$3.605	$2.555	$5.875	$20,563	$13,318	$7,245	$2.520	$3.51	$14,032	$15,220	($1,168)	$6,057
01/03/02	4 000	3,500	0	4,000	3,500	$3.800	$2.555	$5.875	$20,563	$13,300	$7,263	$2.520	$3.51	$14,032	$15,200	($1,168)	$6,095
01/04/02	4 000	3,500	0	4,000	3,500	$3.490	$2.555	$5.875	$20,563	$12,215	$8,348	$2.520	$3.51	$14,032	$13,960	$72	$8,420
01/05/02	4 000	3,500	0	4,000	3,500	$2.930	$2.555	$5.875	$20,563	$10,255	$10,308	$2.520	$3.51	$14,032	$11,720	$2,312	$12,620
01/06/02	4 000	3,500	0	4,000	3,500	$2.930	$2.555	$5.875	$20,563	$10,255	$10,308	$2.520	$3.51	$14,032	$11,720	$2,312	$12,620
01/07/02	4 000	3,500	0	4,000	3,500	$2.930	$2.555	$5.875	$20,563	$10,255	$10,308	$2.520	$3.51	$14,032	$11,720	$2,312	$12,620
01/08/02	4 000	3,500	0	4,000	3,500	$2.890	$2.555	$5.875	$20,563	$10,115	$10,448	$2.520	$3.51	$14,032	$11,560	$2,472	$12,920
01/09/02	4 000	3,500	0	4,000	3,500	$2.865	$2.555	$5.875	$20,563	$10,028	$10,535	$2.520	$3.51	$14,032	$11,460	$2,572	$13,107
01/10/02	4 000	3,500	0	4,000	3,500	$2.620	$2.555	$5.875	$20,563	$9,170	$11,393	$2.520	$3.51	$14,032	$10,480	$3,552	$14,945
01/11/02	4 000	3,500	0	4,000	3,500	$2.595	$2.555	$5.875	$20,563	$9,083	$11,480	$2.520	$3.51	$14,032	$10,380	$3,652	$15,132
01/12/02	4,000	3,500	0	4,000	3,500	$2.590	$2.555	$5.875	$20,563	$9,065	$11,498	$2.520	$3.51	$14,032	$10,360	$3,672	$15,170
01/13/02	4 000	3,500	0	4,000	3,500	$2.590	$2.555	$5.875	$20,563	$9,065	$11,498	$2.520	$3.51	$14,032	$10,360	$3,672	$15,170
01/14/02	4 000	3,500	0	4,000	3,500	$2.590	$2.555	$5.875	$20,563	$9,065	$11,498	$2.520	$3.51	$14,032	$10,360	$3,672	$15,170
01/15/02	4 000	3,500	0	4,000	3,500	$2.770	$2.555	$5.875	$20,563	$9,695	$10,868	$2.520	$3.51	$14,032	$11,080	$2,952	$13,820
01/16/02	4 000	3,500	0	4,000	3,500	$2.835	$2.555	$5.875	$20,563	$9,923	$10,640	$2.520	$3.51	$14,032	$11,340	$2,692	$13,332
01/17/02	4 000	3,500	0	4,000	3,500	$2.825	$2.555	$5.875	$20,563	$9,888	$10,675	$2.520	$3.51	$14,032	$11,300	$2,732	$13,407
01/18/02	4 000	3,500	0	4,000	3,500	$2.870	$2.555	$5.875	$20,563	$10,045	$10,518	$2.520	$3.51	$14,032	$11,480	$2,552	$13,070
01/19/02	4 000	3,500	0	4,000	3,500	$2.650	$2.555	$5.875	$20,563	$9,275	$11,288	$2.520	$3.51	$14,032	$10,600	$3,432	$14,720
01/20/02	4 000	3,500	0	4,000	3,500	$2.650	$2.555	$5.875	$20,563	$9,275	$11,288	$2.520	$3.51	$14,032	$10,600	$3,432	$14,720
01/21/02	4 000	3,500	0	4,000	3,500	$2.650	$2.555	$5.875	$20,563	$9,275	$11,288	$2.520	$3.51	$14,032	$10,600	$3,432	$14,720
01/22/02	4 000	3,500	0	4,000	3,500	$2.650	$2.555	$5.875	$20,563	$9,275	$11,288	$2.520	$3.51	$14,032	$10,600	$3,432	$14,720
01/23/02	4 000	3,500	0	4,000	3,500	$2.500	$2.555	$5.875	$20,563	$8,750	$11,813	$2.520	$3.51	$14,032	$10,000	$4,032	$15,845
01/24/02	4 000	3,500	0	4,000	3,500	$2.335	$2.555	$5.875	$20,563	$8,173	$12,390	$2.520	$3.51	$14,032	$9,340	$4,692	$17,082
01/25/02	4 000	3,500	0	4,000	3,500	$2.380	$2.555	$5.875	$20,563	$8,330	$12,233	$2.520	$3.51	$14,032	$9,520	$4,512	$16,745
01/26/02	4 000	3,500	0	4,000	3,500	$2.275	$2.555	$5.875	$20,563	$7,963	$12,600	$2.520	$3.51	$14,032	$9,100	$4,932	$17,532
01/27/02	4 000	3,500	0	4,000	3,500	$2.275	$2.555	$5.875	$20,563	$7,963	$12,600	$2.520	$3.51	$14,032	$9,100	$4,932	$17,532
01/28/02	4 000	3,500	0	4,000	3,500	$2.275	$2.555	$5.875	$20,563	$7,963	$12,600	$2.520	$3.51	$14,032	$9,100	$4,932	$17,532
01/29/02	4 000	3,500	0	4,000	3,500	$2.270	$2.555	$5.875	$20,563	$7,945	$12,618	$2.520	$3.51	$14,032	$9,080	$4,952	$17,570
01/30/02	4 000	3,500	0	4,000	3,500	$2.280	$2.555	$5.875	$20,563	$7,980	$12,583	$2.520	$3.51	$14,032	$9,120	$4,912	$17,495
01/31/02	4 000	3,500	0	4,000	3,500	$2.390	$2.555	$5.875	$20,563	$8,365	$12,198	$2.520	$3.51	$14,032	$9,560	$4,472	$16,670
Jan. Total	124 000	108,500	0	124,000	108,500				$637,438	$298,585	$338,853			$434,998	$341,240	$93,758	$432,611

	Connexion Volumes (1)	Coral Volumes (2)	Actual AFPA Volumes (3)	Connexion Volumes Sold (4)	Coral Volumes Sold (5)	Tennessee Zone 6 Gas Daily Price (6)	NYMEX settle Price (7)	Coral Delivered Price (8)	Total Coral Cost (9) (2) * (8)	Coral Buy Back Credit (10) (5) * (6)	Net Coral Cost (11) (9) - (10)	IFERC Zone 0 (12)	Connexion Delivered Price (13)	Total Connexion Cost (14) (1) * (13)	Connexion Buy Back Credit (15) (4) * (6)	Net Connexion Cost (16) (14) - (15)	Net AFPA Cost (17) (11) + (16)
02/01/02	4 000	3,500	0	4,000	3,500	$2.380	$2.006	$5.326	$18,641	$8,330	$10,311	$1.900	$2.83	$11,316	$9,520	$1,796	$12,107
02/02/02	4 000	3,500	0	4,000	3,500	$2.545	$2.006	$5.326	$18,641	$8,908	$9,734	$1.900	$2.83	$11,316	$10,180	$1,136	$10,869
02/03/02	4 000	3,500	0	4,000	3,500	$2.545	$2.006	$5.326	$18,641	$8,908	$9,734	$1.900	$2.83	$11,316	$10,180	$1,136	$10,869
02/04/02	4 000	3,500	0	4,000	3,500	$2.545	$2.006	$5.326	$18,641	$8,908	$9,734	$1.900	$2.83	$11,316	$10,180	$1,136	$10,869
02/05/02	4 000	3,500	0	4,000	3,500	$2.775	$2.006	$5.326	$18,641	$9,713	$8,929	$1.900	$2.83	$11,316	$11,100	$216	$9,144
02/06/02	4.000	3,500	0	4,000	3,500	$2.940	$2.006	$5.326	$18,641	$10,290	$8,351	$1.900	$2.83	$11,316	$11,760	($444)	$7,907
02/07/02	4 000	3,500	0	4,000	3,500	$2.535	$2.006	$5.326	$18,641	$8,873	$9,769	$1.900	$2.83	$11,316	$10,140	$1,176	$10,944
02/08/02	4 000	3,500	0	4,000	3,500	$2.470	$2.006	$5.326	$18,641	$8,645	$9,996	$1.900	$2.83	$11,316	$9,880	$1,436	$11,432
02/09/02	4 000	3,500	0	4,000	3,500	$2.515	$2.006	$5.326	$18,641	$8,803	$9,839	$1.900	$2.83	$11,316	$10,060	$1,256	$11,094
02/10/02	4 000	3,500	0	4,000	3,500	$2.515	$2.006	$5.326	$18,641	$8,803	$9,839	$1.900	$2.83	$11,316	$10,060	$1,256	$11,094
02/11/02	4 000	3,500	0	4,000	3,500	$2.515	$2.006	$5.326	$18,641	$8,803	$9,839	$1.900	$2.83	$11,316	$10,060	$1,256	$11,094
02/12/02	4 000	3,500	0	4,000	3,500	$2.615	$2.006	$5.326	$18,641	$9,153	$9,489	$1.900	$2.83	$11,316	$10,460	$856	$10,344
02/13/02	4 000	3,500	0	4,000	3,500	$3.040	$2.006	$5.326	$18,641	$10,640	$8,001	$1.900	$2.83	$11,316	$12,160	($844)	$7,157
02/14/02	4 000	3,500	0	4,000	3,500	$3.000	$2.006	$5.326	$18,641	$10,500	$8,141	$1.900	$2.83	$11,316	$12,000	($684)	$7,457
02/15/02	4 000	3,500	0	4,000	3,500	$2.555	$2.006	$5.326	$18,641	$8,943	$9,699	$1.900	$2.83	$11,316	$10,220	$1,096	$10,794
02/16/02	4 000	3,500	0	4,000	3,500	$2.445	$2.006	$5.326	$18,641	$8,558	$10,084	$1.900	$2.83	$11,316	$9,780	$1,536	$11,619
02/17/02	4 000	3,500	0	4,000	3,500	$2.445	$2.006	$5.326	$18,641	$8,558	$10,084	$1.900	$2.83	$11,316	$9,780	$1,536	$11,619
02/18/02	4 000	3,500	0	4,000	3,500	$2.445	$2.006	$5.326	$18,641	$8,558	$10,084	$1.900	$2.83	$11,316	$9,780	$1,536	$11,619
02/19/02	4.000	3,500	0	4,000	3,500	$2.445	$2.006	$5.326	$18,641	$8,558	$10,084	$1.900	$2.83	$11,316	$9,780	$1,536	$11,619
02/20/02	4 000	3,500	0	4,000	3,500	$2.570	$2.006	$5.326	$18,641	$8,995	$9,646	$1.900	$2.83	$11,316	$10,280	$1,036	$10,682
02/21/02	4 000	3,500	0	4,000	3,500	$2.715	$2.006	$5.326	$18,641	$9,503	$9,139	$1.900	$2.83	$11,316	$10,860	$456	$9,594
02/22/02	4 000	3,500	0	4,000	3,500	$2.630	$2.006	$5.326	$18,641	$9,205	$9,436	$1.900	$2.83	$11,316	$10,520	$796	$10,232
02/23/02	4 000	3,500	0	4,000	3,500	$2.645	$2.006	$5.326	$18,641	$9,258	$9,384	$1.900	$2.83	$11,316	$10,580	$736	$10,119
02/24/02	4 000	3,500	0	4,000	3,500	$2.645	$2.006	$5.326	$18,641	$9,258	$9,384	$1.900	$2.83	$11,316	$10,580	$736	$10,119
02/25/02	4 000	3,500	0	4,000	3,500	$2.645	$2.006	$5.326	$18,641	$9,258	$9,384	$1.900	$2.83	$11,316	$10,580	$736	$10,119
02/26/02	4 000	3,500	0	4,000	3,500	$2.655	$2.006	$5.326	$18,641	$9,293	$9,349	$1.900	$2.83	$11,316	$10,620	$696	$10,044
02/27/02	4 000	3,500	0	4,000	3,500	$2.845	$2.006	$5.326	$18,641	$9,958	$8,684	$1.900	$2.83	$11,316	$11,380	($64)	$8,619
02/28/02	4 000	3,500	0	4,000	3,500	$2.860	$2.006	$5.326	$18,641	$10,010	$8,631	$1.900	$2.83	$11,316	$11,440	($124)	$8,507
Feb. Total	112 000	98,000	0	112,000	98,000				$521,948	$257,180	$264,768			$316,836	$293,920	$22,916	$287,684
03/01/02	4 000	0	0	4,000	0	$2.840	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$11,360	$1,664	$1,664
03/02/02	4,000	0	0	4,000	0	$2.775	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$11,100	$1,924	$1,924
03/03/02	4 000	0	0	4,000	0	$2.775	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$11,100	$1,924	$1,924
03/04/02	4 000	0	0	4,000	0	$2.775	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$11,100	$1,924	$1,924
03/05/02	4 000	0	0	4,000	0	$3.120	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$12,480	$544	$544
03/06/02	4 000	0	0	4,000	0	$2.920	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$11,680	$1,344	$1,344
03/07/02	4 000	0	0	4,000	0	$2.780	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$11,120	$1,904	$1,904
03/08/02	4 000	0	0	4,000	0	$2.980	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$11,920	$1,104	$1,104
03/09/02	4 000	0	0	4,000	0	$3.120	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$12,480	$544	$544
03/10/02	4 000	0	0	4,000	0	$3.120	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$12,480	$544	$544
03/11/02	4 000	0	0	4,000	0	$3.120	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$12,480	$544	$544
03/12/02	4 000	0	0	4,000	0	$3.190	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$12,760	$264	$264
03/13/02	4 000	0	0	4,000	0	$3.205	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$12,820	$204	$204
03/14/02	4 000	0	0	4,000	0	$3.225	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$12,900	$124	$124
03/15/02	4.000	0	0	4,000	0	$3.040	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$12,160	$864	$864
03/16/02	4 000	0	0	4,000	0	$3.285	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$13,140	($116)	($116)
03/17/02	4 000	0	0	4,000	0	$3.285	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$13,140	($116)	($116)
03/18/02	4 000	0	0	4,000	0	$3.285	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$13,140	($116)	($116)
03/19/02	4 000	0	0	4,000	0	$3.515	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$14,060	($1,036)	($1,036)
03/20/02	4 000	0	0	4,000	0	$3.710	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$14,840	($1,816)	($1,816)
03/21/02	4 000	0	0	4,000	0	$3.675	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$14,700	($1,676)	($1,676)
03/22/02	4 000	0	0	4,000	0	$3.660	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$14,640	($1,616)	($1,616)
03/23/02	4 000	0	0	4,000	0	$3.975	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$15,900	($2,876)	($2,876)
03/24/02	4 000	0	0	4,000	0	$3.975	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$15,900	($2,876)	($2,876)
03/25/02	4 000	0	0	4,000	0	$3.975	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$15,900	($2,876)	($2,876)
03/26/02	4 000	0	0	4,000	0	$3.795	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$15,180	($2,156)	($2,156)
03/27/02	4 000	0	0	4,000	0	$3.890	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$15,560	($2,536)	($2,536)
03/28/02	4,000	0	0	4,000	0	$3.655	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$14,620	($1,596)	($1,596)
03/29/02	4 000	0	0	4,000	0	$3.655	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$14,620	($1,596)	($1,596)
03/30/02	4 000	0	0	4,000	0	$3.655	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$14,620	($1,596)	($1,596)
03/31/02	4,000	0	0	4,000	0	$3.655	$2.388	$5.708	$0	$0	$0	$2.290	$3.26	$13,024	$14,620	($1,596)	($1,596)
Mar. Total	124 000	0	0	124,000	0				$0	$0	$0			$403,757	$414,520	($10,763)	($10,763)
Total 01-02	604 000	315,000	0	604,000	315,000												

	Connexion Volumes (1)	Coral Volumes (2)	Actual AFPA Volumes (3)	Connexion Volumes Sold (4)	Coral Volumes Sold (5)	Tennessee Zone 6 Gas Daily Price (6)	NYMEX settle Price (7)	Coral Delivered Price (8)	Total Coral Cost (9) (2) * (8)	Coral Buy Back Credit (10) (5) * (6)	Net Coral Cost (11) (9) - (10)	IFERC Zone 0 (12)	Connexion Delivered Price (13)	Total Connexion Cost (14) (1) * (13)	Connexion Buy Back Credit (15) (4) * (6)	Net Connexion Cost (16) (14) - (15)	Net AFPA Cost (17) (11) + (16)
11/01/02	4,000	0	0	4,000	0	$5.150	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$20,600	$5	$5
11/02/02	4,000	0	0	4,000	0	$4.575	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$18,300	$2,305	$2,305
11/03/02	4,000	0	0	4,000	0	$4.575	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$18,300	$2,305	$2,305
11/04/02	4,000	0	0	4,000	0	$4.575	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$18,300	$2,305	$2,305
11/05/02	4,000	0	0	4,000	0	$4.415	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$17,660	$2,946	$2,945
11/06/02	4,000	0	0	4,000	0	$4.455	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$17,820	$2,785	$2,785
11/07/02	4,000	0	0	4,000	0	$4.515	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$18,060	$2,545	$2,545
11/08/02	4,000	0	0	4,000	0	$4.320	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$17,260	$3,325	$3,325
11/09/02	4,000	0	0	4,000	0	$4.040	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$16,160	$4,445	$4,445
11/10/02	4,000	0	0	4,000	0	$4.040	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$16,160	$4,445	$4,445
11/11/02	4,000	0	0	4,000	0	$4.040	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$16,160	$4,445	$4,445
11/12/02	4,000	0	0	4,000	0	$4.185	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$16,740	$3,865	$3,865
11/13/02	4,000	0	0	4,000	0	$4.235	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$16,940	$3,665	$3,665
11/14/02	4,000	0	0	4,000	0	$4.275	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$17,100	$3,505	$3,505
11/15/02	4,000	0	0	4,000	0	$4.295	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$17,180	$3,425	$3,425
11/16/02	4,000	0	0	4,000	0	$4.350	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$17,400	$3,205	$3,205
11/17/02	4,000	0	0	4,000	0	$4.350	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$17,400	$3,205	$3,205
11/18/02	4,000	0	0	4,000	0	$4.350	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$17,400	$3,205	$3,205
11/19/02	4,000	0	0	4,000	0	$4.690	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$18,760	$1,825	$1,825
11/20/02	4,000	0	0	4,000	0	$4.690	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$18,760	$1,845	$1,845
11/21/02	4,000	0	0	4,000	0	$4.660	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$18,640	$1,965	$1,965
11/22/02	4,000	0	0	4,000	0	$4.690	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$18,760	$1,845	$1,845
11/23/02	4,000	0	0	4,000	0	$4.800	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$19,200	$1,405	$1,405
11/24/02	4,000	0	0	4,000	0	$4.800	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$19,200	$1,405	$1,405
11/25/02	4,000	0	0	4,000	0	$4.800	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$19,200	$1,405	$1,405
11/26/02	4,000	0	0	4,000	0	$5.000	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$20,000	$605	$605
11/27/02	4,000	0	0	4,000	0	$4.890	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$19,560	$1,045	$1,045
11/28/02	4,000	0	0	4,000	0	$4.890	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$19,560	$1,045	$1,045
11/29/02	4,000	0	0	4,000	0	$4.890	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$19,560	$1,045	$1,045
11/30/02	4,000	0	0	4,000	0	$4.890	$4.126	$7.446	$0	$0	$0	$4.020	$5.15	$20,605	$19,560	$1,045	$1,045
Nov. Total	120,000	0	0	120,000	0				$0	$0	$0			$618,140	$545,740	$72,400	$72,400

12/01/02	4,000	3,500	0	4,000	3,500	$4.875	$4.140	$7.460	$26,110	$17,063	$9,048	$4.010	$5.14	$20,561	$19,500	$1,061	$10,108
12/02/02	4,000	3,500	0	4,000	3,500	$4.875	$4.140	$7.460	$26,110	$17,063	$9,048	$4.010	$5.14	$20,561	$19,500	$1,061	$10,108
12/03/02	4,000	3,500	3,500	500	3,500	$5.405	$4.140	$7.460	$26,110	$18,918	$7,193	$4.010	$5.14	$20,561	$2,703	$17,858	$25,051
12/04/02	4,000	3,500	4,500	0	3,000	$6.630	$4.140	$7.460	$26,110	$19,890	$6,220	$4.010	$5.14	$20,561	$0	$20,561	$26,781
12/05/02	4,000	3,500	0	4,000	3,500	$7.630	$4.140	$7.460	$26,110	$26,705	($595)	$4.010	$5.14	$20,561	$30,620	($9,959)	($10,554)
12/06/02	4,000	3,500	0	4,000	3,500	$7.455	$4.140	$7.460	$26,110	$26,093	$17	$4.010	$5.14	$20,561	$29,820	($9,259)	($9,242)
12/07/02	4,000	3,500	0	4,000	3,500	$6.870	$4.140	$7.460	$26,110	$24,045	$2,065	$4.010	$5.14	$20,561	$27,480	($6,919)	($4,854)
12/08/02	4,000	3,500	0	4,000	3,500	$6.870	$4.140	$7.460	$26,110	$24,045	$2,065	$4.010	$5.14	$20,561	$27,480	($6,919)	($4,854)
12/09/02	4,000	3,500	2,500	1,500	3,500	$6.870	$4.140	$7.460	$26,110	$24,045	$2,065	$4.010	$5.14	$20,561	$10,305	$10,256	$12,321
12/10/02	4,000	3,500	0	4,000	3,500	$5.975	$4.140	$7.460	$26,110	$20,913	$5,198	$4.010	$5.14	$20,561	$23,900	($3,339)	$1,858
12/11/02	4,000	3,500	0	4,000	3,500	$5.280	$4.140	$7.460	$26,110	$18,480	$7,630	$4.010	$5.14	$20,561	$21,120	($559)	$7,071
12/12/02	4,000	3,500	0	4,000	3,500	$5.230	$4.140	$7.460	$26,110	$18,305	$7,805	$4.010	$5.14	$20,561	$20,920	($359)	$7,446
12/13/02	4,000	3,500	0	4,000	3,500	$5.220	$4.140	$7.460	$26,110	$18,270	$7,840	$4.010	$5.14	$20,561	$20,880	($319)	$7,521
12/14/02	4,000	3,500	0	4,000	3,500	$5.575	$4.140	$7.460	$26,110	$19,513	$6,598	$4.010	$5.14	$20,561	$22,300	($1,739)	$4,858
12/15/02	4,000	3,500	0	4,000	3,500	$5.575	$4.140	$7.460	$26,110	$19,513	$6,598	$4.010	$5.14	$20,561	$22,300	($1,739)	$4,858
12/16/02	4,000	3,500	0	4,000	3,500	$5.575	$4.140	$7.460	$26,110	$19,513	$6,598	$4.010	$5.14	$20,561	$22,300	($1,739)	$4,858
12/17/02	4,000	3,500	0	4,000	3,500	$6.530	$4.140	$7.460	$26,110	$22,855	$3,255	$4.010	$5.14	$20,561	$26,120	($5,559)	($2,304)
12/18/02	4,000	3,500	0	4,000	3,500	$6.020	$4.140	$7.460	$26,110	$21,070	$5,040	$4.010	$5.14	$20,561	$24,080	($3,519)	$1,521
12/19/02	4,000	3,500	0	4,000	3,500	$5.450	$4.140	$7.460	$26,110	$19,075	$7,035	$4.010	$5.14	$20,561	$21,800	($1,239)	$5,796
12/20/02	4,000	3,500	0	4,000	3,500	$5.510	$4.140	$7.460	$26,110	$19,285	$6,825	$4.010	$5.14	$20,561	$22,040	($1,479)	$5,346
12/21/02	4,000	3,500	0	4,000	3,500	$5.545	$4.140	$7.460	$26,110	$19,408	$6,703	$4.010	$5.14	$20,561	$22,180	($1,619)	$5,083
12/22/02	4,000	3,500	0	4,000	3,500	$5.545	$4.140	$7.460	$26,110	$19,408	$6,703	$4.010	$5.14	$20,561	$22,180	($1,619)	$5,083
12/23/02	4,000	3,500	0	4,000	3,500	$5.545	$4.140	$7.460	$26,110	$19,408	$6,703	$4.010	$5.14	$20,561	$22,180	($1,619)	$5,083
12/24/02	4,000	3,500	0	4,000	3,500	$5.560	$4.140	$7.460	$26,110	$19,460	$6,650	$4.010	$5.14	$20,561	$22,240	($1,679)	$4,971
12/25/02	4,000	3,500	0	4,000	3,500	$5.560	$4.140	$7.460	$26,110	$19,460	$6,650	$4.010	$5.14	$20,561	$22,240	($1,679)	$4,971
12/26/02	4,000	3,500	0	4,000	3,500	$5.560	$4.140	$7.460	$26,110	$19,460	$6,650	$4.010	$5.14	$20,561	$22,240	($1,679)	$4,971
12/27/02	4,000	3,500	0	4,000	3,500	$5.625	$4.140	$7.460	$26,110	$19,688	$6,423	$4.010	$5.14	$20,561	$22,500	($1,939)	$4,403
12/28/02	4,000	3,500	0	4,000	3,500	$5.295	$4.140	$7.460	$26,110	$18,533	$7,578	$4.010	$5.14	$20,561	$21,180	($619)	$6,958
12/29/02	4,000	3,500	0	4,000	3,500	$5.295	$4.140	$7.460	$26,110	$18,533	$7,578	$4.010	$5.14	$20,561	$21,180	($619)	$6,958
12/30/02	4,000	3,500	0	4,000	3,500	$5.295	$4.140	$7.460	$26,110	$18,533	$7,578	$4.010	$5.14	$20,561	$21,180	($619)	$6,958
12/31/02	4,000	3,500	0	4,000	3,500	$5.305	$4.140	$7.460	$26,110	$18,568	$7,543	$4.010	$5.14	$20,561	$21,220	($659)	$6,883
Dec. Total	124,000	108,500	10,500	113,500	108,000				$809,410	$825,110	$184,300			$637,386	$655,588	($18,201)	$166,099

	Connexion Volumes (1)	Coral Volumes (2)	Actual AFPA Volumes (3)	Connexion Volumes Sold (4)	Coral Volumes Sold (5)	Tennessee Zone 6 Gas Daily Price (6)	NYMEX settle Price (7)	Coral Delivered Price (8)	Total Coral Cost (9) (2) * (8)	Coral Buy Back Credit (10) (5) * (6)	Net Coral Cost (11) (9) - (10)	IFERC Zone 0 (12)	Connexion Delivered Price (13)	Total Connexion Cost (14) (1) * (13)	Connexion Buy Back Credit (15) (4) * (6)	Net Connexion Cost (16) (14) - (15)	Net AFPA Cost (17) (11) + (16)
01/01/03	4 000	3,500	0	4,000	3,500	$5.450	$4.988	$8.308	$29,078	$19,075	$10,003	$4.730	$5.93	$23,716	$21,800	$1,916	$11,919
01/02/03	4 000	3,500	0	4,000	3,500	$5.450	$4.988	$8.308	$29,078	$19,075	$10,003	$4.730	$5.93	$23,716	$21,800	$1,916	$11,919
01/03/03	4 000	3,500	0	4,000	3,500	$6.545	$4.988	$8.308	$29,078	$22,906	$6,171	$4.730	$5.93	$23,716	$26,180	($2,464)	$3,706
01/04/03	4 000	3,500	0	4,000	3,500	$7.000	$4.988	$8.308	$29,078	$24,500	$4,578	$4.730	$5.93	$23,716	$28,000	($4,284)	$294
01/05/03	4 000	3,500	0	4,000	3,500	$7.000	$4.988	$8.308	$29,078	$24,500	$4,578	$4.730	$5.93	$23,716	$28,000	($4,284)	$294
01/06/03	4 000	3,500	0	4,000	3,500	$7.000	$4.988	$8.308	$29,078	$24,500	$4,578	$4.730	$5.93	$23,716	$28,000	($4,284)	$294
01/07/03	4 000	3,500	0	4,000	3,500	$6.900	$4.988	$8.308	$29,078	$24,150	$4,928	$4.730	$5.93	$23,716	$27,600	($3,884)	$1,044
01/08/03	4 000	3,500	0	4,000	3,500	$5.975	$4.988	$8.308	$29,078	$20,913	$8,166	$4.730	$5.93	$23,716	$23,900	($184)	$7,981
01/09/03	4 000	3,500	0	4,000	3,500	$6.405	$4.988	$8.308	$29,078	$22,418	$6,661	$4.730	$5.93	$23,716	$25,620	($1,904)	$4,756
01/10/03	4 000	3,500	0	4,000	3,500	$7.565	$4.988	$8.308	$29,078	$26,478	$2,601	$4.730	$5.93	$23,716	$30,260	($6,544)	($3,944)
01/11/03	4 000	3,500	0	4,000	3,500	$7.430	$4.988	$8.308	$29,078	$26,005	$3,073	$4.730	$5.93	$23,716	$29,720	($6,004)	($2,931)
01/12/03	4 000	3,500	0	4,000	3,500	$7.430	$4.988	$8.308	$29,078	$26,005	$3,073	$4.730	$5.93	$23,716	$29,720	($6,004)	($2,931)
01/13/03	4 000	3,500	0	4,000	3,500	$7.430	$4.988	$8.308	$29,078	$26,005	$3,073	$4.730	$5.93	$23,716	$29,720	($6,004)	($2,931)
01/14/03	4 000	3,500	0	4,000	3,500	$8.145	$4.988	$8.308	$29,078	$28,508	$571	$4.730	$5.93	$23,716	$32,580	($8,864)	($8,294)
01/15/03	4 000	3,500	0	4,000	3,500	$8.850	$4.988	$8.308	$29,078	$30,976	($1,897)	$4.730	$5.93	$23,716	$35,400	($11,684)	($13,581)
01/16/03	4 000	3,500	0	4,000	3,500	$8.015	$4.988	$8.308	$29,078	$28,053	$1,026	$4.730	$5.93	$23,716	$32,060	($8,344)	($7,319)
01/17/03	4 000	3,500	2,000	2,000	3,500	$7.800	$4.988	$8.308	$29,078	$27,300	$1,778	$4.730	$5.93	$23,716	$15,600	$8,116	$9,894
01/18/03	4 000	3,500	2,000	2,000	3,500	$9.130	$4.988	$8.308	$29,078	$31,955	($2,877)	$4.730	$5.93	$23,716	$18,260	$5,456	$2,579
01/19/03	4 000	3,500	0	4,000	3,500	$9.130	$4.988	$8.308	$29,078	$31,955	($2,877)	$4.730	$5.93	$23,716	$36,520	($12,804)	($15,681)
01/20/03	4 000	3,500	0	4,000	3,500	$9.130	$4.988	$8.308	$29,078	$31,955	($2,877)	$4.730	$5.93	$23,716	$36,520	($12,804)	($15,681)
01/21/03	4 000	3,500	5,000	0	2,500	$9.130	$4.988	$8.308	$29,078	$22,825	$6,253	$4.730	$5.93	$23,716	$0	$23,716	$29,969
01/22/03	4 000	3,500	3,000	1,000	3,500	$12.050	$4.988	$8.308	$29,078	$42,175	($13,097)	$4.730	$5.93	$23,716	$12,050	$11,666	($1,431)
01/23/03	4 000	3,500	2,000	2,000	3,500	$13.490	$4.988	$8.308	$29,078	$47,215	($18,137)	$4.730	$5.93	$23,716	$26,980	($3,264)	($21,401)
01/24/03	4 000	3,500	3,500	500	3,500	$10.645	$4.988	$8.308	$29,078	$37,258	($8,180)	$4.730	$5.93	$23,716	$5,323	$18,393	$10,214
01/25/03	4 000	3,500	0	4,000	3,500	$8.990	$4.988	$8.308	$29,078	$31,465	($2,387)	$4.730	$5.93	$23,716	$35,960	($12,244)	($14,631)
01/26/03	4 000	3,500	0	4,000	3,500	$8.990	$4.988	$8.308	$29,078	$31,465	($2,387)	$4.730	$5.93	$23,716	$35,960	($12,244)	($14,631)
01/27/03	4 000	3,500	7,500	0	0	$8.990	$4.988	$8.308	$29,078	$0	$29,078	$4.730	$5.93	$23,716	$0	$23,716	$52,794
01/28/03	4 000	3,500	1,000	3,000	3,500	$13.075	$4.988	$8.308	$29,078	$45,763	($16,685)	$4.730	$5.93	$23,716	$39,226	($15,509)	($32,184)
01/29/03	4 000	3,500	7,000	0	500	$7.305	$4.988	$8.308	$29,078	$3,653	$25,426	$4.730	$5.93	$23,716	$0	$23,716	$49,141
01/30/03	4 000	3,500	0	4,000	3,500	$8.005	$4.988	$8.308	$29,078	$28,018	$1,061	$4.730	$5.93	$23,716	$32,020	($8,304)	($7,244)
01/31/03	4 000	3,500	0	4,000	3,500	$7.310	$4.988	$8.308	$29,078	$25,585	$3,493	$4.730	$5.93	$23,716	$29,240	($5,524)	($2,031)
Jan. Total	124.000	108,500	33,000	91,000	101,000				$901,418	$832,650	$68,768			$735,184	$774,018	($38,833)	$29,935
02/01/03	4 000	3,500	0	4,000	3,500	$6.345	$5.660	$8.980	$31,430	$22,208	$9,223	$5.420	$6.68	$26,739	$25,380	$1,359	$10,581
02/02/03	4 000	3,500	0	4,000	3,500	$6.346	$5.660	$8.980	$31,430	$22,208	$9,223	$5.420	$6.68	$26,739	$25,380	$1,359	$10,581
02/03/03	4 000	3,500	0	4,000	3,500	$6.346	$5.660	$8.980	$31,430	$22,208	$9,223	$5.420	$6.68	$26,739	$25,380	$1,359	$10,581
02/04/03	4 000	3,500	0	4,000	3,500	$6.555	$5.660	$8.980	$31,430	$22,943	$8,488	$5.420	$6.68	$26,739	$26,220	$519	$9,006
02/05/03	4 000	3,500	0	4,000	3,500	$8.005	$5.660	$8.980	$31,430	$28,018	$3,413	$5.420	$6.68	$26,739	$32,020	($5,281)	($1,869)
02/06/03	4 000	3,500	0	4,000	3,500	$7.740	$5.660	$8.980	$31,430	$27,090	$4,340	$5.420	$6.68	$26,739	$30,960	($4,221)	$119
02/07/03	4 000	3,500	0	4,000	3,500	$7.135	$5.660	$8.980	$31,430	$24,973	$6,458	$5.420	$6.68	$26,739	$26,540	($1,801)	$4,656
02/08/03	4 000	3,500	0	4,000	3,500	$8.020	$5.660	$8.980	$31,430	$28,070	$3,360	$5.420	$6.68	$26,739	$32,080	($5,341)	($1,981)
02/09/03	4 000	3,500	0	4,000	3,500	$8.020	$5.660	$8.980	$31,430	$28,070	$3,360	$5.420	$6.68	$26,739	$32,080	($5,341)	($1,981)
02/10/03	4 000	3,500	0	4,000	3,500	$8.020	$5.660	$8.980	$31,430	$28,070	$3,360	$5.420	$6.68	$26,739	$32,080	($5,341)	($1,981)
02/11/03	4 000	3,500	4,000	0	3,500	$9.985	$5.660	$8.980	$31,430	$34,948	($3,518)	$5.420	$6.68	$26,739	$0	$26,739	$23,221
02/12/03	4.000	3,500	5,000	0	2,500	$13.070	$5.660	$8.980	$31,430	$32,675	($1,245)	$5.420	$6.68	$26,739	$0	$26,739	$25,494
02/13/03	4 000	3,500	5,000	0	2,500	$13.555	$5.660	$8.980	$31,430	$33,888	($2,458)	$5.420	$6.68	$26,739	$0	$26,739	$24,281
02/14/03	4 000	3,500	2,000	2,000	3,500	$9.895	$5.660	$8.980	$31,430	$34,633	($3,203)	$5.420	$6.68	$26,739	$19,790	$6,949	$3,746
02/15/03	4 000	3,500	8,500	0	1,000	$10.750	$5.660	$8.980	$31,430	$10,750	$20,680	$5.420	$6.68	$26,739	$0	$26,739	$47,419
02/16/03	4 000	3,500	5,500	0	2,000	$10.750	$5.660	$8.980	$31,430	$21,500	$9,930	$5.420	$6.68	$26,739	$0	$26,739	$36,669
02/17/03	4 000	3,500	0	4,000	3,500	$10.750	$5.660	$8.980	$31,430	$37,625	($6,195)	$5.420	$6.68	$26,739	$43,000	($16,261)	($22,456)
02/18/03	4 000	3,500	0	4,000	3,500	$10.750	$5.660	$8.980	$31,430	$37,625	($6,195)	$5.420	$6.68	$26,739	$43,000	($16,261)	($22,456)
02/19/03	4 000	3,500	0	4,000	3,500	$10.240	$5.660	$8.980	$31,430	$35,840	($4,410)	$5.420	$6.68	$26,739	$40,960	($14,221)	($18,831)
02/20/03	4 000	3,500	0	4,000	3,500	$7.765	$5.660	$8.980	$31,430	$27,178	$4,253	$5.420	$6.68	$26,739	$31,060	($4,321)	($869)
02/21/03	4 000	3,500	0	4,000	3,500	$7.535	$5.660	$8.980	$31,430	$26,373	$5,058	$5.420	$6.68	$26,739	$30,140	($3,401)	$1,658
02/22/03	4 000	3,500	0	4,000	3,500	$10.475	$5.660	$8.980	$31,430	$36,663	($5,233)	$5.420	$6.68	$26,739	$41,900	($15,161)	($20,394)
02/23/03	4 000	3,500	0	4,000	3,500	$10.475	$5.660	$8.980	$31,430	$36,663	($5,233)	$5.420	$6.68	$26,739	$41,900	($15,161)	($20,394)
02/24/03	4 000	3,500	0	4,000	3,500	$10.475	$5.660	$8.980	$31,430	$36,663	($5,233)	$5.420	$6.68	$26,739	$41,900	($15,161)	($20,394)
02/25/03	4.000	3,500	7,000	0	500	$21.830	$5.660	$8.980	$31,430	$10,915	$20,515	$5.420	$6.68	$26,739	$0	$26,739	$47,254
02/26/03	4 000	3,500	3,000	1,000	3,500	$27.480	$5.660	$8.980	$31,430	$96,180	($64,750)	$5.420	$6.68	$26,739	$27,480	($741)	($85,491)
02/27/03	4 000	3,500	0	4,000	3,500	$12.670	$5.660	$8.980	$31,430	$44,345	($12,915)	$5.420	$6.68	$26,739	$50,680	($23,941)	($38,856)
02/28/03	4 000	3,500	0	4,000	3,500	$9.880	$5.660	$8.980	$31,430	$34,580	($3,150)	$5.420	$6.68	$26,739	$39,520	($12,781)	($15,931)
Feb. Total	112 000	98,000	36,000	74,000	89,000				$880,040	$682,895	($2,855)			$748,691	$741,450	$7,241	$4,388
				0													

	Connexion Volumes (1)	Coral Volumes (2)	Actual AFPA Volumes (3)	Connexion Volumes Sold (4)	Coral Volumes Sold (5)	Tennessee Zone 6 Gas Daily Price (6)	NYMEX settle Price (7)	Coral Delivered Price (8)	Total Coral Cost (9) (2) * (8)	Coral Buy Back Credit (10) (5) * (6)	Net Coral Cost (11) (9) - (10)	IFERC Zone 0 (12)	Connexion Delivered Price (13)	Total Connexion Cost (14) (1) * (13)	Connexion Buy Back Credit (15) (4) * (6)	Net Connexion Cost (16) (14) - (15)	Net AFPA Cost (17) (11) + (16)
03/01/03	4 000	0	0	4,000	0	$16.700	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$66,800	($24,857)	($24,857)
03/02/03	4 000	0	0	4,000	0	$16.700	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$66,800	($24,857)	($24,857)
03/03/03	4 000	0	7,500	0	(3,500)	$16.700	$9.133	$12.453	$0	($58,450)	$58,450	$8.890	$10.49	$41,943	$0	$41,943	$100,393
03/04/03	4 000	0	0	4,000	0	$13.455	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$53,820	($11,877)	($11,877)
03/05/03	4 000	0	0	4,000	0	$10.405	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$41,620	$323	$323
03/06/03	4.000	0	7,000	0	(3,000)	$12.315	$9.133	$12.453	$0	($36,945)	$36,945	$8.890	$10.49	$41,943	$0	$41,943	$78,888
03/07/03	4 000	0	0	4,000	0	$10.445	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$41,780	$163	$163
03/08/03	4 000	0	0	4,000	0	$10.005	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$40,020	$1,923	$1,923
03/09/03	4 000	0	2,500	1,500	0	$10.005	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$15,008	$26,936	$26,936
03/10/03	4 000	0	6,500	0	(2,500)	$10.005	$9.133	$12.453	$0	($25,013)	$25,013	$8.890	$10.49	$41,943	$0	$41,943	$66,956
03/11/03	4 000	0	0	4,000	0	$9.535	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$38,140	$3,803	$3,803
03/12/03	4 000	0	0	4,000	0	$7.750	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$31,000	$10,943	$10,943
03/13/03	4 000	0	0	4,000	0	$7.305	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$29,220	$12,723	$12,723
03/14/03	4 000	0	0	4,000	0	$7.100	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$28,400	$13,543	$13,543
03/15/03	4 000	0	0	4,000	0	$5.790	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$23,160	$18,783	$18,783
03/16/03	4 000	0	0	4,000	0	$5.790	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$23,160	$18,783	$18,783
03/17/03	4 000	0	0	4,000	0	$5.790	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$23,160	$18,783	$18,783
03/18/03	4 000	0	0	4,000	0	$6.000	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$24,000	$17,943	$17,943
03/19/03	4,000	0	0	4,000	0	$5.820	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$23,280	$18,663	$18,663
03/20/03	4 000	0	0	4,000	0	$5.735	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$22,940	$19,003	$19,003
03/21/03	4 000	0	0	4,000	0	$5.600	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$22,400	$19,543	$19,543
03/22/03	4 000	0	0	4,000	0	$5.515	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$22,060	$19,883	$19,883
03/23/03	4 000	0	0	4,000	0	$5.515	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$22,060	$19,883	$19,883
03/24/03	4 000	0	0	4,000	0	$5.515	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$22,060	$19,883	$19,883
03/25/03	4 000	0	0	4,000	0	$5.515	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$22,060	$19,883	$19,883
03/26/03	4 000	0	0	4,000	0	$5.445	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$21,780	$20,163	$20,163
03/27/03	4 000	0	0	4,000	0	$5.305	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$21,220	$20,723	$20,723
03/28/03	4 000	0	0	4,000	0	$5.345	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$21,380	$20,563	$20,563
03/29/03	4 000	0	0	4,000	0	$5.605	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$22,420	$19,523	$19,523
03/30/03	4 000	0	0	4,000	0	$5.605	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$22,420	$19,523	$19,523
03/31/03	4 000	0	0	4,000	0	$5.605	$9.133	$12.453	$0	$0	$0	$8.890	$10.49	$41,943	$22,420	$19,523	$19,523
Mar. Total	124,000	0	23,500	100,500	(9,000)				$0	($120,408)	$120,408			$1,300,241	$834,586	$465,653	$586,061
Total 02-03	604 000	315,000	105,000	409,000	289,000												
11/01/03	4 000	0	0	4,000	0	$4.270	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$17,080	$4,664	$4,664
11/02/03	4 000	0	0	4,000	0	$4.270	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$17,080	$4,664	$4,664
11/03/03	4 000	0	0	4,000	0	$4.270	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$17,080	$4,664	$4,664
11/04/03	4 000	0	0	4,000	0	$4.510	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$18,040	$3,704	$3,704
11/05/03	4 000	0	0	4,000	0	$4.515	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$18,060	$3,684	$3,684
11/06/03	4 000	0	0	4,000	0	$5.230	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,920	$824	$824
11/07/03	4 000	0	0	4,000	0	$5.530	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$22,120	($376)	($376)
11/08/03	4 000	0	0	4,000	0	$5.240	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,960	$784	$784
11/09/03	4 000	0	0	4,000	0	$5.240	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,960	$784	$784
11/10/03	4 000	0	0	4,000	0	$5.240	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,960	$784	$784
11/11/03	4,000	0	0	4,000	0	$5.200	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,800	$944	$944
11/12/03	4 000	0	0	4,000	0	$5.200	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,800	$944	$944
11/13/03	4 000	0	0	4,000	0	$5.525	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$22,100	($356)	($356)
11/14/03	4 000	0	0	4,000	0	$5.345	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$21,380	$364	$364
11/15/03	4 000	0	0	4,000	0	$5.175	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,700	$1,044	$1,044
11/16/03	4 000	0	0	4,000	0	$5.175	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,700	$1,044	$1,044
11/17/03	4 000	0	0	4,000	0	$5.175	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,700	$1,044	$1,044
11/18/03	4 000	0	0	4,000	0	$5.110	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,440	$1,304	$1,304
11/19/03	4 000	0	0	4,000	0	$4.815	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$19,260	$2,484	$2,484
11/20/03	4 000	0	0	4,000	0	$4.960	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$19,840	$1,904	$1,904
11/21/03	4 000	0	0	4,000	0	$4.830	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$19,320	$2,424	$2,424
11/22/03	4 000	0	0	4,000	0	$4.505	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$18,020	$3,724	$3,724
11/23/03	4 000	0	0	4,000	0	$4.505	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$18,020	$3,724	$3,724
11/24/03	4,000	0	0	4,000	0	$4.505	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$18,020	$3,724	$3,724
11/25/03	4 000	0	0	4,000	0	$5.305	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$21,220	$524	$524
11/26/03	4 000	0	0	4,000	0	$5.105	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,420	$1,324	$1,324
11/27/03	4 000	0	0	4,000	0	$5.105	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,420	$1,324	$1,324
11/28/03	4 000	0	0	4,000	0	$5.105	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,420	$1,324	$1,324
11/29/03	4 000	0	0	4,000	0	$5.105	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,420	$1,324	$1,324
11/30/03	4 000	0	0	4,000	0	$5.105	$4.459	$7.779	$0	$0	$0	$4.280	$5.44	$21,744	$20,420	$1,324	$1,324
Nov. Total	120 000	0	0	120,000	0				$0	$0	$0			$652,317	$598,680	$55,637	$55,637

	Connexion Volumes (1)	Coral Volumes (2)	Actual AFPA Volumes (3)	Connexion Volumes Sold (4)	Coral Volumes Sold (5)	Tennessee Zone 6 Gas Daily Price (6)	NYMEX settle Price (7)	Coral Delivered Price (8)	Total Coral Cost (9) (2) * (8)	Coral Buy Back Credit (10) (5) * (6)	Net Coral Cost (11) (9) - (10)	IFERC Zone 0 (12)	Connexion Delivered Price (13)	Total Connexion Cost (14) (1) * (13)	Connexion Buy Back Credit (15) (4) * (6)	Net Connexion Cost (16) (14) - (15)	Net AFPA Cost (17) (11) + (16)
12/01/03	4,000	3,500	0	4,000	3,500	$6.445	$4.860	$8.180	$28,630	$19,058	$9,573	$4.680	$5.87	$23,497	$21,780	$1,717	$11,289
12/02/03	4,000	3,500	0	4,000	3,500	$6.800	$4.860	$8.180	$28,630	$23,800	$4,830	$4.680	$5.87	$23,497	$27,200	($3,703)	$1,127
12/03/03	4,000	3,500	0	4,000	3,500	$7.335	$4.860	$8.180	$28,630	$25,673	$2,958	$4.680	$5.87	$23,497	$29,340	($5,843)	($2,886)
12/04/03	4,000	3,500	0	4,000	3,500	$6.155	$4.860	$8.180	$28,630	$21,543	$7,088	$4.680	$5.87	$23,497	$24,620	($1,123)	$5,964
12/05/03	4,000	3,500	0	4,000	3,500	$6.440	$4.860	$8.180	$28,630	$22,540	$6,090	$4.680	$5.87	$23,497	$25,760	($2,263)	$3,827
12/06/03	4,000	3,500	0	4,000	3,500	$7.215	$4.860	$8.180	$28,630	$25,253	$3,378	$4.680	$5.87	$23,497	$28,860	($5,363)	($1,986)
12/07/03	4,000	3,500	0	4,000	3,500	$7.215	$4.860	$8.180	$28,630	$25,253	$3,378	$4.680	$5.87	$23,497	$28,860	($5,363)	($1,985)
12/08/03	4,000	3,500	0	4,000	3,500	$7.215	$4.860	$8.180	$28,630	$25,253	$3,378	$4.680	$5.87	$23,497	$28,860	($5,363)	($1,986)
12/09/03	4,000	3,500	0	4,000	3,500	$6.790	$4.860	$8.180	$28,630	$23,765	$4,865	$4.680	$5.87	$23,497	$27,160	($3,663)	$1,202
12/10/03	4,000	3,500	0	4,000	3,500	$7.155	$4.860	$8.180	$28,630	$25,043	$3,588	$4.680	$5.87	$23,497	$28,620	($5,123)	($1,536)
12/11/03	4,000	3,500	0	4,000	3,500	$7.205	$4.860	$8.180	$28,630	$25,218	$3,413	$4.680	$5.87	$23,497	$28,820	($5,323)	($1,911)
12/12/03	4,000	3,500	0	4,000	3,500	$7.330	$4.860	$8.180	$28,630	$25,655	$2,975	$4.680	$5.87	$23,497	$29,320	($5,823)	($2,848)
12/13/03	4,000	3,500	0	4,000	3,500	$7.620	$4.860	$8.180	$28,630	$26,670	$1,960	$4.680	$5.87	$23,497	$30,480	($6,983)	($5,023)
12/14/03	4,000	3,500	0	4,000	3,500	$7.620	$4.860	$8.180	$28,630	$26,670	$1,960	$4.680	$5.87	$23,497	$30,480	($6,983)	($5,023)
12/15/03	4,000	3,500	0	4,000	3,500	$7.620	$4.860	$8.180	$28,630	$26,670	$1,960	$4.680	$5.87	$23,497	$30,480	($6,983)	($5,023)
12/16/03	4,000	3,500	0	4,000	3,500	$7.265	$4.860	$8.180	$28,630	$25,428	$3,203	$4.680	$5.87	$23,497	$29,060	($5,563)	($2,361)
12/17/03	4,000	3,500	0	4,000	3,500	$7.135	$4.860	$8.180	$28,630	$24,973	$3,658	$4.680	$5.87	$23,497	$28,540	($5,043)	($1,385)
12/18/03	4,000	3,500	0	4,000	3,500	$7.245	$4.860	$8.180	$28,630	$25,358	$3,273	$4.680	$5.87	$23,497	$28,980	($5,483)	($2,211)
12/19/03	4,000	3,500	0	4,000	3,500	$7.865	$4.860	$8.180	$28,630	$27,528	$1,103	$4.680	$5.87	$23,497	$31,460	($7,963)	($6,861)
12/20/03	4,000	3,500	0	4,000	3,500	$7.490	$4.860	$8.180	$28,630	$26,215	$2,415	$4.680	$5.87	$23,497	$29,960	($6,463)	($4,046)
12/21/03	4,000	3,500	0	4,000	3,500	$7.490	$4.860	$8.180	$28,630	$26,215	$2,415	$4.680	$5.87	$23,497	$29,960	($6,463)	($4,048)
12/22/03	4,000	3,500	0	4,000	3,500	$7.490	$4.860	$8.180	$28,630	$26,215	$2,415	$4.680	$5.87	$23,497	$29,960	($6,463)	($4,048)
12/23/03	4,000	3,500	0	4,000	3,500	$6.790	$4.860	$8.180	$28,630	$23,765	$4,865	$4.680	$5.87	$23,497	$27,160	($3,663)	$1,202
12/24/03	4,000	3,500	0	4,000	3,500	$5.660	$4.860	$8.180	$28,630	$19,810	$8,820	$4.680	$5.87	$23,497	$22,640	$857	$9,677
12/25/03	4,000	3,500	0	4,000	3,500	$5.950	$4.860	$8.180	$28,630	$20,825	$7,805	$4.680	$5.87	$23,497	$23,800	($303)	$7,502
12/26/03	4,000	3,500	0	4,000	3,500	$5.950	$4.860	$8.180	$28,630	$20,825	$7,805	$4.680	$5.87	$23,497	$23,800	($303)	$7,502
12/27/03	4,000	3,500	0	4,000	3,500	$5.950	$4.860	$8.180	$28,630	$20,825	$7,805	$4.680	$5.87	$23,497	$23,800	($303)	$7,502
12/28/03	4,000	3,500	0	4,000	3,500	$5.950	$4.860	$8.180	$28,630	$20,825	$7,805	$4.680	$5.87	$23,497	$23,800	($303)	$7,502
12/29/03	4,000	3,500	0	4,000	3,500	$5.950	$4.860	$8.180	$28,630	$20,825	$7,805	$4.680	$5.87	$23,497	$23,800	($303)	$7,502
12/30/03	4,000	3,500	0	4,000	3,500	$5.840	$4.860	$8.180	$28,630	$20,440	$8,190	$4.680	$5.87	$23,497	$23,360	$137	$8,327
12/31/03	4,000	3,500	0	4,000	3,500	$6.170	$4.860	$8.180	$28,630	$21,595	$7,035	$4.680	$5.87	$23,497	$24,680	($1,183)	$5,852
Dec. Total	124,000	108,500	0	124,000	108,500				$887,530	$739,725	$147,805			$728,393	$845,400	($117,007)	$30,798
01/01/04	4,000	3,500	0	4,000	3,500	$6.030	$6.150	$9.470	$33,145	$21,105	$12,040	$5.830	$7.13	$28,535	$24,120	$4,415	$16,455
01/02/04	4,000	3,500	0	4,000	3,500	$6.030	$6.150	$9.470	$33,145	$21,105	$12,040	$5.830	$7.13	$28,535	$24,120	$4,415	$16,455
01/03/04	4,000	3,500	0	4,000	3,500	$6.030	$6.150	$9.470	$33,145	$21,105	$12,040	$5.830	$7.13	$28,535	$24,120	$4,415	$16,455
01/04/04	4,000	3,500	0	4,000	3,500	$6.030	$6.150	$9.470	$33,145	$21,105	$12,040	$5.830	$7.13	$28,535	$24,120	$4,415	$16,455
01/05/04	4,000	3,500	0	4,000	3,500	$6.030	$6.150	$9.470	$33,145	$21,105	$12,040	$5.830	$7.13	$28,535	$24,120	$4,415	$16,455
01/06/04	4,000	3,500	0	4,000	3,500	$7.510	$6.150	$9.470	$33,145	$26,285	$6,860	$5.830	$7.13	$28,535	$30,040	($1,505)	$5,355
01/07/04	4,000	3,500	5,000	0	2,500	$8.925	$6.150	$9.470	$33,145	$22,313	$10,833	$5.830	$7.13	$28,535	$0	$28,535	$39,368
01/08/04	4,000	3,500	7,500	0	0	$8.860	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/09/04	4,000	3,500	7,500	0	0	$12.055	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/10/04	4,000	3,500	7,500	0	0	$10.460	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/11/04	4,000	3,500	7,500	0	0	$10.460	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/12/04	4,000	3,500	0	4,000	3,500	$10.460	$6.150	$9.470	$33,145	$36,610	($3,465)	$5.830	$7.13	$28,535	$41,840	($13,305)	($16,770)
01/13/04	4,000	3,500	3,000	1,000	3,500	$7.875	$6.150	$9.470	$33,145	$27,563	$5,583	$5.830	$7.13	$28,535	$7,875	$20,660	$26,243
01/14/04	4,000	3,500	7,500	0	0	$19.915	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/15/04	4,000	3,500	7,500	0	0	$49.805	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/16/04	4,000	3,500	7,500	0	0	$20.010	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/17/04	4,000	3,500	0	4,000	3,500	$9.965	$6.150	$9.470	$33,145	$34,878	($1,733)	$5.830	$7.13	$28,535	$39,860	($11,325)	($13,057)
01/18/04	4,000	3,500	0	4,000	3,500	$9.965	$6.150	$9.470	$33,145	$34,878	($1,733)	$5.830	$7.13	$28,535	$39,860	($11,325)	($13,057)
01/19/04	4,000	3,500	0	4,000	3,500	$9.965	$6.150	$9.470	$33,145	$34,878	($1,733)	$5.830	$7.13	$28,535	$39,860	($11,325)	($13,057)
01/20/04	4,000	3,500	0	4,000	3,500	$9.965	$6.150	$9.470	$33,145	$34,878	($1,733)	$5.830	$7.13	$28,535	$39,860	($11,325)	($13,057)
01/21/04	4,000	3,500	0	4,000	3,500	$8.065	$6.150	$9.470	$33,145	$28,228	$4,918	$5.830	$7.13	$28,535	$32,260	($3,725)	$1,193
01/22/04	4,000	3,500	0	4,000	3,500	$7.200	$6.150	$9.470	$33,145	$25,200	$7,945	$5.830	$7.13	$28,535	$28,800	($265)	$7,680
01/23/04	4,000	3,500	7,500	0	0	$8.520	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/24/04	4,000	3,500	7,500	0	0	$9.480	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/25/04	4,000	3,500	7,500	0	0	$9.480	$6.150	$9.470	$33,145	$0	$33,145	$5.830	$7.13	$28,535	$0	$28,535	$61,680
01/26/04	4,000	3,500	0	4,000	3,500	$9.480	$6.150	$9.470	$33,145	$33,180	($35)	$5.830	$7.13	$28,535	$37,920	($9,385)	($9,420)
01/27/04	4,000	3,500	0	4,000	3,500	$9.810	$6.150	$9.470	$33,145	$34,335	($1,190)	$5.830	$7.13	$28,535	$39,240	($10,705)	($11,895)
01/28/04	4,000	3,500	0	4,000	3,500	$12.830	$6.150	$9.470	$33,145	$44,905	($11,760)	$5.830	$7.13	$28,535	$51,320	($22,785)	($34,545)
01/29/04	4,000	3,500	0	4,000	3,500	$13.850	$6.150	$9.470	$33,145	$48,475	($15,330)	$5.830	$7.13	$28,535	$55,400	($26,865)	($42,195)
01/30/04	4,000	3,500	0	4,000	3,500	$8.970	$6.150	$9.470	$33,145	$31,395	$1,750	$5.830	$7.13	$28,535	$35,880	($7,345)	($5,595)
01/31/04	4,000	3,500	0	4,000	3,500	$8.970	$6.150	$9.470	$33,145	$31,395	$1,750	$5.830	$7.13	$28,535	$35,880	($7,345)	($5,595)
Jan. Total	124,000	108,500	83,000	41,000	72,500				$1,027,495	$634,918	$392,578			$884,598	$676,495	$208,103	$600,681

	Connexion Volumes (1)	Coral Volumes (2)	Actual AFPA Volumes (3)	Connexion Volumes Sold (4)	Coral Volumes Sold (5)	Tennessee Zone 6 Gas Daily Price (6)	NYMEX settle Price (7)	Coral Delivered Price (8)	Total Coral Cost (9) (2) * (8)	Coral Buy Back Credit (10) (5) * (6)	Net Coral Cost (11) (9) - (10)	IFERC Zone 0 (12)	Connexion Delivered Price (13)	Total Connexion Cost (14) (1) * (13)	Connexion Buy Back Credit (15) (4) * (6)	Net Connexion Cost (16) (14) - (15)	Net AFPA Cost (17) (11) + (16)
02/01/04	4 000	3,500	0	4,000	3,500	$7.505	$5.775	$9.095	$31,833	$26,268	$5,565	$5.320	$6.58	$26,301	$30,020	($3,719)	$1,846
02/02/04	4 000	3,500	0	4,000	3,500	$7.505	$5.775	$9.095	$31,833	$26,268	$5,565	$5.320	$6.58	$26,301	$30,020	($3,719)	$1,846
02/03/04	4 000	3,500	0	4,000	3,500	$6.195	$5.775	$9.095	$31,833	$21,683	$10,150	$5.320	$6.58	$26,301	$24,780	$1,521	$11,671
02/04/04	4 000	3,500	0	4,000	3,500	$6.400	$5.775	$9.095	$31,833	$22,400	$9,433	$5.320	$6.58	$26,301	$25,600	$701	$10,133
02/05/04	4 000	3,500	0	4,000	3,500	$6.625	$5.775	$9.095	$31,833	$23,188	$8,645	$5.320	$6.58	$26,301	$26,500	($199)	$8,446
02/06/04	4.000	3,500	0	4,000	3,500	$6.085	$5.775	$9.095	$31,833	$21,298	$10,535	$5.320	$6.58	$26,301	$24,340	$1,961	$12,496
02/07/04	4 000	3,500	0	4,000	3,500	$6.360	$5.775	$9.095	$31,833	$22,260	$9,573	$5.320	$6.58	$26,301	$25,440	$861	$10,433
02/08/04	4 000	3,500	0	4,000	3,500	$6.360	$5.775	$9.095	$31,833	$22,260	$9,573	$5.320	$6.58	$26,301	$25,440	$861	$10,433
02/09/04	4 000	3,500	0	4,000	3,500	$6.380	$5.775	$9.095	$31,833	$22,260	$9,573	$5.320	$6.58	$26,301	$25,440	$861	$10,433
02/10/04	4 000	3,500	0	4,000	3,500	$6.305	$5.775	$9.095	$31,833	$22,068	$9,765	$5.320	$6.58	$26,301	$25,220	$1,081	$10,846
02/11/04	4 000	3,500	0	4,000	3,500	$6.280	$5.775	$9.095	$31,833	$21,980	$9,853	$5.320	$6.58	$26,301	$25,120	$1,181	$11,033
02/12/04	4 000	3,500	0	4,000	3,500	$6.030	$5.775	$9.095	$31,833	$21,105	$10,728	$5.320	$6.58	$26,301	$24,120	$2,181	$12,909
02/13/04	4 000	3,500	0	4,000	3,500	$5.935	$5.775	$9.095	$31,833	$20,773	$11,060	$5.320	$6.58	$26,301	$23,740	$2,561	$13,621
02/14/04	4 000	3,500	0	4,000	3,500	$8.030	$5.775	$9.095	$31,833	$28,105	$3,728	$5.320	$6.58	$26,301	$32,120	($5,819)	($2,092)
02/15/04	4 000	3,500	7,500	0	0	$8.030	$5.775	$9.095	$31,833	$0	$31,833	$5.320	$6.58	$26,301	$0	$26,301	$58,133
02/16/04	4 000	3,500	0	4,000	3,500	$8.030	$5.775	$9.095	$31,833	$28,105	$3,728	$5.320	$6.58	$26,301	$32,120	($5,819)	($2,092)
02/17/04	4 000	3,500	0	4,000	3,500	$8.030	$5.775	$9.095	$31,833	$28,105	$3,728	$5.320	$6.58	$26,301	$32,120	($5,819)	($2,092)
02/18/04	4 000	3,500	0	4,000	3,500	$6.015	$5.775	$9.095	$31,833	$21,053	$10,780	$5.320	$6.58	$26,301	$24,060	$2,241	$13,021
02/19/04	4.000	3,500	0	4,000	3,500	$5.885	$5.775	$9.095	$31,833	$20,633	$11,200	$5.320	$6.58	$26,301	$23,580	$2,721	$13,921
02/20/04	4 000	3,500	0	4,000	3,500	$5.720	$5.775	$9.095	$31,833	$20,020	$11,813	$5.320	$6.58	$26,301	$22,880	$3,421	$15,233
02/21/04	4 000	3,500	0	4,000	3,500	$5.695	$5.775	$9.095	$31,833	$19,933	$11,900	$5.320	$6.58	$26,301	$22,780	$3,521	$15,421
02/22/04	4 000	3,500	0	4,000	3,500	$5.695	$5.775	$9.095	$31,833	$19,933	$11,900	$5.320	$6.58	$26,301	$22,780	$3,521	$15,421
02/23/04	4 000	3,500	0	4,000	3,500	$5.695	$5.775	$9.095	$31,833	$19,933	$11,900	$5.320	$6.58	$26,301	$22,780	$3,521	$15,421
02/24/04	4 000	3,500	0	4,000	3,500	$5.705	$5.775	$9.095	$31,833	$19,968	$11,865	$5.320	$6.58	$26,301	$22,820	$3,481	$15,346
02/25/04	4 000	3,500	0	4,000	3,500	$5.825	$5.775	$9.095	$31,833	$20,388	$11,445	$5.320	$6.58	$26,301	$23,300	$3,001	$14,446
02/26/04	4 000	3,500	0	4,000	3,500	$5.750	$5.775	$9.095	$31,833	$20,125	$11,708	$5.320	$6.58	$26,301	$23,000	$3,301	$15,008
02/27/04	4 000	3,500	0	4,000	3,500	$5.630	$5.775	$9.095	$31,833	$19,705	$12,128	$5.320	$6.58	$26,301	$22,620	$3,781	$15,908
02/28/04	4 000	3,500	0	4,000	3,500	$5.630	$5.775	$9.095	$31,833	$19,705	$12,128	$5.320	$6.58	$26,301	$22,520	$3,781	$15,908
02/29/04	4 000	3,500	0	4,000	3,500	$5.630	$5.775	$9.095	$31,833	$19,705	$12,128	$5.320	$6.58	$26,301	$22,520	$3,781	$15,908
Feb. Total	116 000	101,500	7,500	108,500	98,000				$923,143	$619,220	$303,923			$762,723	$707,680	$55,043	$358,966
03/01/04	4,000	0	0	4,000	0	$5.725	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$22,900	$1,298	$1,298
03/02/04	4 000	0	0	4,000	0	$5.625	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$22,500	$1,698	$1,698
03/03/04	4 000	0	0	4,000	0	$5.835	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,340	$858	$858
03/04/04	4 000	0	0	4,000	0	$5.810	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,240	$958	$958
03/05/04	4 000	0	0	4,000	0	$5.600	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$22,400	$1,798	$1,798
03/06/04	4 000	0	0	4,000	0	$5.835	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,340	$858	$858
03/07/04	4 000	0	0	4,000	0	$5.835	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,340	$858	$858
03/08/04	4 000	0	0	4,000	0	$5.835	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,340	$858	$858
03/09/04	4 000	0	0	4,000	0	$5.975	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,900	$298	$298
03/10/04	4 000	0	0	4,000	0	$5.835	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,340	$858	$858
03/11/04	4 000	0	0	4,000	0	$5.895	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,580	$618	$618
03/12/04	4 000	0	0	4,000	0	$5.925	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,700	$498	$498
03/13/04	4 000	0	0	4,000	0	$5.960	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,840	$358	$358
03/14/04	4.000	0	0	4,000	0	$5.960	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,840	$358	$358
03/15/04	4 000	0	0	4,000	0	$5.960	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,840	$358	$358
03/16/04	4 000	0	0	4,000	0	$6.260	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$25,040	($842)	($842)
03/17/04	4 000	0	0	4,000	0	$6.310	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$25,240	($1,042)	($1,042)
03/18/04	4 000	0	0	4,000	0	$6.305	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$25,220	($1,022)	($1,022)
03/19/04	4 000	0	0	4,000	0	$6.350	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$25,400	($1,202)	($1,202)
03/20/04	4 000	0	0	4,000	0	$6.175	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$24,700	($502)	($502)
03/21/04	4 000	0	0	4,000	0	$6.175	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$24,700	($502)	($502)
03/22/04	4 000	0	0	4,000	0	$6.175	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$24,700	($502)	($502)
03/23/04	4 000	0	0	4,000	0	$6.180	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$24,720	($522)	($522)
03/24/04	4 000	0	0	4,000	0	$6.010	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$24,040	$158	$158
03/25/04	4 000	0	0	4,000	0	$5.885	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,540	$658	$658
03/26/04	4 000	0	0	4,000	0	$5.720	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$22,880	$1,318	$1,318
03/27/04	4.000	0	0	4,000	0	$5.625	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$22,500	$1,698	$1,698
03/28/04	4 000	0	0	4,000	0	$5.625	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$22,500	$1,698	$1,698
03/29/04	4 000	0	0	4,000	0	$5.625	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$22,500	$1,698	$1,698
03/30/04	4 000	0	0	4,000	0	$5.785	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$23,060	$1,138	$1,138
03/31/04	4 000	0	0	4,000	0	$6.000	$5.150	$8.470	$0	$0	$0	$4.840	$6.05	$24,198	$24,000	$198	$198
Mar. Total	124 000	0	0	124,000	0				$0	$0	$0			$750,126	$735,180	$14,946	$14,946
Total 03-04	608 000	318,500	90,500	517,500	279,000				$2,838,168	$1,993,863	$844,305			$3,778,157	$3,561,435	$216,722	$1,061,027

Winter 2000-2001								
	Volume (Dth)	# Days Taken	Actual Cost	Actual Cost per Dth	Coral Net Cost	Connexion Net Cost	Total Coral Connexion	Incremental Cost
Nov-00	0	0	$0	$0.00	$0	$0	$0	$0
Dec-00	73,000	14	$623,447	$8.54	$696,660	$0	$696,660	$73,213
Jan-01	12,000	4	$93,328	$7.78	$1,054,995	$0	$1,054,995	$961,667
Feb-01	0		$0	$0.00	$1,834,875	$0	$1,834,875	$1,834,875
Mar-01	0		$0	$0.00	$0	$0	$0	$0
Total	85,000	18	$716,775	$8.43	$3,586,530	$0	$3,586,530	$2,869,755

Winter 2001-2002								
	Volume (Dth)	# Days Taken	Actual Cost	Actual Cost per Dth	Coral Net Cost	Connexion Net Cost	Total Coral Connexion	Incremental Cost
Nov-01	0	0	$0	$0.00	$0	$170,965	$170,965	$170,965
Dec-01	0	0	$0	$0.00	$313,096	$45,059	$358,155	$358,155
Jan-02	0	0	$0	$0.00	$338,853	$93,758	$432,611	$432,611
Feb-02	0	0	$0	$0.00	$264,768	$22,916	$287,684	$287,684
Mar-02	0	0	$0	$0.00	$0	($10,763)	($10,763)	($10,763)
Total	0	0	$0	$0.00	$916,717	$321,936	$1,238,652	$1,238,652

Winter 2002-2003								
	Volume (Dth)	# Days Taken	Actual Cost	Actual Cost per Dth	Coral Net Cost	Connexion Net Cost	Total Coral Connexion	Incremental Cost
Nov-02	0	0	$0	$0.00	$0	$72,400	$72,400	$72,400
Dec-02	10,500	3	$81,632	$7.77	$184,300	($18,201)	$166,099	$84,467
Jan-03	33,000	9	$298,416	$9.04	$68,768	($38,833)	$29,935	($268,481)
Feb-03	38,000	8	$421,055	$11.08	($2,855)	$7,241	$4,386	($416,669)
Mar-03	23,500	4	$279,862	$11.91	$0	$465,653	$465,653	$185,791
Total	105,000	24	$1,080,965	$10.29	$250,213	$488,260	$738,473	($342,492)

Winter 2003-2004								
	Volume (Dth)	# Days Taken	Actual Cost	Actual Cost per Dth	Coral Net Cost	Connexion Net Cost	Total Coral Connexion	Incremental Cost
Nov-03	0	0	$0	$0.00	$0	$55,637	$55,637	$55,637
Dec-03	0	0	$0	$0.00	$147,805	($117,007)	$30,798	$30,798
Jan-04	83,000	12	$868,313	$10.46	$392,578	$208,103	$600,681	($267,632)
Feb-04	7,500	1	$68,993	$9.20	$303,923	$55,043	$358,966	$289,973
Mar-04	0	0	$0	$0.00	$0	$14,946	$14,946	$14,946
Total	90,500	13	$937,306	$10.36	$844,305	$216,722	$1,061,027	$123,721

$3,914,201

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-10: Please provide copies of all documents relating to the request for proposals ("RFP") competitive solicitation process not already provided. Include copies of all the initial request letter(s) sent to each bidder, any updates in those letters, original RFPs, modification or amendments to the RFPs, and any responses sent by the RFP recipients to the Company. Include in this response all evaluations, studies, reports, correspondence, e-mails, notes, memorandum, presentation materials, and work papers related to the RFP response.

Response: Attachment AG-1-10 provides responses from RFP recipients declining to bid on the Company's solicitations.

The Berkshire Gas Company
Interested Parties to Bid on Alternative Peaking Supplemental Service

Yes, I am interested in bidding on a 90 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation	____
No, I am not interested in bidding on a 90 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation	X
Yes, I am interested in bidding on a 151 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation	____
No, I am not interested in bidding on a 151 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation	X

Name: Gary Beland

Title: Director of Gas Supply

Company: New England Gas Co.

Address: 100 Weybosset St.
Providence, RI

Phone Number: 401 - 574 - 2223

Fax Number: 401 - 751 - 0698

Return to Bill Barschdorf via fax at (413) 442-7500 or via mail to The Berkshire Gas Company, 115 Cheshire Road, Pittsfield, MA 01201, Attn: Bill Barschdorf no later than 5:00 p.m. EST on March 4, 2005.

The Berkshire Gas Company
Interested Parties to Bid on Alternative Peaking Supplemental Service

Yes, I am interested in bidding on a 90 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation	
No, I am not interested in bidding on a 90 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation	X
Yes, I am interested in bidding on a 151 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation	
No, I am not interested in bidding on a 151 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation	X

Name:	Jay Fletcher
Title:	Manager, Gas Supply
Company:	Yankee Gas Services Co.
Address:	107 Selden St.
	Berlin, CT 06037
Phone Number:	(860) 665-5933
Fax Number:	(860) 665-6296

Return to Bill Barschdorf via fax at (413) 442-7500 or via mail to The Berkshire Gas Company, 115 Cheshire Road, Pittsfield, Ma 01201, Attn: Bill Barschdorf no later than 5:00 p.m. EST on March 4, 2005.

The Berkshire Gas Company
Interested Parties to Bid on Alternative Peaking Supplemental Service

Yes, I am interested in bidding on a 90 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation ______

No, I am not interested in bidding on a 90 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation X

Yes, I am interested in bidding on a 151 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation ______

No, I am not interested in bidding on a 151 day Peaking service for Berkshire Gas as described in the Company's February 22, 2005 solicitation X

Name: Liz Arangio

Title: Director Gas Supply Planning

Company: KeySpan Energy Delivery

Address: 52 Second Avenue

4th Floor, Waltham MA 02451

Phone Number: 781-466-5057

Fax Number: 781-290-0186

Return to Bill Barschdorf via fax at (413) 442-7500 or via mail to The Berkshire Gas Company, 115 Cheshire Road, Pittsfield, Ma 01201, Attn: Bill Barschdorf no later than 5:00 p.m. EST on March 4, 2005.

The Berkshire Gas Company
Interested Parties to Bid on Peaking Supplemental Service

Yes, I am interested in bidding on Peaking service for Berkshire Gas as described in the Company's February 4, 2005 solicitation	______
No, I am not interested in bidding on Peaking service for Berkshire Gas as described in the Company's February 4, 2005 solicitation	X

Name:	Jay Fletcher
Title:	Manager Gas Supply
Company:	Yankee Gas Services Company
Address:	107 Selden Street
	Berlin, CT 06037
Phone Number:	860 665 5933
Fax Number:	860 665 6291

Return to Bill Barschdorf via fax at (413) 442-7500 or via mail to The Berkshire Gas Company, 115 Cheshire Road, Pittsfield, Ma 01201, Attn: Bill Barschdorf no later than 5:00 p.m. EST on February 14, 2005.

The Berkshire Gas Company
Interested Parties to Bid on Peaking Supplemental Service

Yes, I am interested in bidding on Peaking service for Berkshire Gas as described in the Company's February 4, 2005 solicitation	
No, I am not interested in bidding on Peaking service for Berkshire Gas as described in the Company's February 4, 2005 solicitation	✓

Name:	Paul Maffa
Title:	Regional Director, Marketing
Company:	BP Energy Company
Address:	69 Winn Street
	Burlington, MA 01880
Phone Number:	781-221-3032
Fax Number:	781-221-3030

Return to Bill Barschdorf via fax at (413) 442-7500 or via mail to The Berkshire Gas Company, 115 Cheshire Road, Pittsfield, Ma 01201, Attn: Bill Barschdorf no later than 5:00 p.m. EST on February 14, 2005.

The Berkshire Gas Company
Interested Parties to Bid on Peaking Supplemental Service

Yes, I am interested in bidding on Peaking service for Berkshire Gas as described in the Company's February 4, 2005 solicitation ______

No, I am not interested in bidding on Peaking service for Berkshire Gas as described in the Company's February 4, 2005 solicitation X

Name: Liz Arangio

Title: Director Gas Supply Planning

Company: KeySpan Energy Delivery

Address: 52 Second Ave, 4th floor
Waltham, MA 02451

Phone Number: 781-466-5057

Fax Number: 781-290-0186

Return to Bill Barschdorf via fax at (413) 442-7500 or via mail to The Berkshire Gas Company, 115 Cheshire Road, Pittsfield, Ma 01201, Attn: Bill Barschdorf no later than 5:00 p.m. EST on February 14, 2005.

KEYSPAN
Energy Delivery

Via Email

February 15, 2005

Mr. William Barschdorf, Jr.
The Berkshire Gas Company
115 Cheshire Road
Pittsfield, MA 01201

RE: Request for Proposals

Dear Bill,

I received The Berkshire Gas Company letter regarding bidding on Peaking Supplemental Service. On behalf of KeySpan Energy Delivery New England ("KeySpan"), I would like to thank you for considering us for this opportunity. However, at this time we will not be bidding on peaking service for Berkshire Gas.

Again, thank you for considering KeySpan, and please keep us in mind in the future.

Sincerely,

Elizabeth Danehy Arangio
Director Gas Supply Planning

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question
AG-1-11: Please identify the RFP evaluation criteria used in the bid evaluation process and state whether RFP recipients received the RFP evaluation criteria and an explanation of the criteria, and describe Berkshires use of the criteria to evaluate bids. Please provide the RFP evaluation criteria, all evaluations, studies, reports, correspondence, e-mails, notes, memorandum, presentation materials, and work papers related to the bid evaluation.

Response: The Company employed an RFP form that is similar to that employed in a number of recent resource solicitations. The RFP indicated that the Company would be evaluating both price and non-price factors. Please refer to Exhibit JMB-7 included in Ms. Boucher's testimony. In evaluating price, Berkshire considers 1) the actual price per unit; 2) any demand charge component (fixed or variable); and 3) the market structure of the commodity (i.e. NYMEX or Inside FERC). The RFP indicated a number of non-price factors that would be considered by the company in evaluating proposals including the bidder's capability of providing the proposed service, availability of the bidder's resources, the bidder's credit and financial strength and the bidder's ability to offer "evergreen" rights. In evaluating a bidder's capability, the Company considered 1) primary, firm delivery capability; 2) any history of force majeure; and 3) amount of equity gas (i.e. are they the producer). Finally, the Company strives to diversify its resource portfolio by attaining supplies from areas that do not currently comprise a major component of its resource portfolio, such as Canada. Attachment AG-1-11(b) provides the Company's bid evaluation matrix.

MATRIX OF RFP RESPONDENTS

	Coral Energy Resources Discussion	Amerada Hess Corporation Discussion	Sprague Energy Discussion	Distrigas Discussion
1. Term:	12/01/05 - 02/28/06 (Baseload) or 11/01/05 - 03/31/06 (Baseload)	11/01/05 - 03/31/06 (Peaking Service) or 12/01/05 - 02/28/05 (Baseload) or 11/01/05 - 03/31/05 (Baseload)	11/01/05 - 03/31/08 Proposal is for one, two and three winters	12/01/05 - 02/28/06 or 11/01/05 - 03/31/06
2. MDQ	10,000 per day	Up to 10,000 per day (All three services)	Up to 10,000 per day	Up to 7,500 per day or Up to 10,000 per day
3. Nominations/Operations:				
Intraday	No	No	No	No
Delivery Point	Pittsfield	Not Specfied - firm, secondary in the path	If selected, would amend primary delivery point to a Berkshire meter	Not Specified, Back-haul service
4. Organizational Experience:				
Years in Industry	10	Not Addressed	22	Not Addressed
Operational Experience	Not Addressed	Not Addressed	Extensive - 25 professionals multiple years of exp.	Not Addressed
5. Conflicts	Not Addressed	Not Addressed	None	Not Addressed
6. Force Majeure Language	Offered (No Specifications)	Not Addressed	Not Addressed	Pursuant to Distrigas' FERC gas tariff
7. Pricing Issues:				
Firm (90 Day Service)				
Firm (151 Day Service)				Not Offered
Firm (Peaking Service)	Not Offered	Total quantity not to exceed 200,000 [illegible] 20-Day Call	Not offered	
8. General Comments				
Proposal	Brief, mostly concentrated on pricing	Brief	Very complete	Brief, focused mostly on pricing
Past Experience	Yes, spot gas provided on a reliable basis	Yes, spot gas for Berkshire and as a marketer	Only as a marketer supplying gas to customers	Extensive (peaking vapor and liquid); however force majeure in 2001
Primary, firm delivery	Yes, primary, firm capacity to Bousquet	No, secondary in the path only	No, but willing to negotiate with TGP to move delivery point	No, this offer is for secondary only
Equity Gas	Yes, they are the producer	No	No	Yes, they are the producer

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-12: Please refer to JMB-9 (Redacted). Explain why the Company:

a chose a 90 Day Service proposal over a 151 Day Service proposal, and;
b. failed to select the least cost 90 Day Service proposal.

Response: a. The Company elected to secure a 90-day service proposal over a 151-day service proposal in that this time period more accurately tracked the historical exercise of AFPA rights. Historically the Company has elected to take the Altresco volumes during the 90-day winter period December through February. On very rare occasions it has dispatched some volumes in March, however, not enough where the cost of the extra 61-day service would be justified. Attachment AG-1-12 provides a historical summary of the Company's exercise of its right to purchase Altresco volumes.

b. The Company determined that due to the nature of the resource, non-price factors such as reliability and diversity were paramount to price. Please see the response to Information Request AG-1-11 for a discussion of bid evaluation price and non-price factors. Based upon the bids received, Coral was the sole respondent that offered primary, firm delivery; Amerada Hess and Distrigas offered secondary delivery, while Sprague offered to negotiate with Tennessee to move its delivery point. Because the resource requested will be utilized during peak periods, primary, firm delivery is essential. Further, while one Distrigas proposal was slightly less costly than the Coral proposal, the Company has reservations about increasing its LNG reliance, since Distrigas declared a Force Majeure for several weeks in October 2001.

GAS PURCHASES FROM ALTRESCO (1992 - 2004)

MONTH	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	# DAYS TAKEN
NOVEMBER 1992																																0	
DECEMBER 1992																																0	
JANUARY 1993																																0	
FEBRUARY 1993						2,000	4,000											2,000														8,000	3
MARCH 1993																																0	
TOTAL																																8,000	3
NOVEMBER 1993																																0	
DECEMBER 1993																										4,000	5,473	4,000	2,000			15,473	4
JANUARY 1994					3,000					3,000					7,500	6,000		3,000	7,500	5,000		2,000				6,500						43,500	9
FEBRUARY 1994	3,000								4,000	3,000				1,500												484	5,000					16,984	6
MARCH 1994																																0	
TOTAL																																75,957	19
NOVEMBER 1994																																0	
DECEMBER 1994																																0	
JANUARY 1995																																0	
FEBRUARY 1995					3,000	9,000	2,250	1,000				1,500															1,100					17,850	6
MARCH 1995																																0	
TOTAL																																17,850	6
NOVEMBER 1995																																0	
DECEMBER 1995										3,000	1,000																					4,000	2
JANUARY 1996			2,000	2,000	5,500	7,500	4,500	1,000		2,000	1,000																				1,000	26,500	9
FEBRUARY 1996	2,000		4,000	6,500	1,000	3,000						2,500																				19,000	6
MARCH 1996																																0	
TOTAL																																49,500	17
NOVEMBER 1996																																0	
DECEMBER 1996																															800	800	1
JANUARY 1997																	7,500	7,500	3,000							3,000			2,000	1,000		24,000	6
FEBRUARY 1997																																0	
MARCH 1997																																0	
TOTAL																																24,800	7
NOVEMBER 1997																																0	
DECEMBER 1997																															4,000	4,000	1
JANUARY 1998																																0	
FEBRUARY 1998																																0	
MARCH 1998												4,000																				4,000	1
TOTAL																																8,000	2

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-13: Please describe the buy-out or take-over of Altresco Pittsfield by PurEnergy. Include the approximate date when PurEnergy bought out, or otherwise took over the operations of Altresco Pittsfield, and the approximate date that the Company learned of the buy-out or take-over. Include in this response all related evaluations, studies, reports, contracts, correspondence, e-mails, notes, memorandum, presentation materials, work papers, and any attachments to these documents.

Response: The Company is not aware of the actual date that PurEnergy took over Altresco Pittsfield. Nonetheless, the Company learned in late summer 2004 that changes were taking place at the plant. "An Order Authorizing Disposition of Jurisdictional Facilities" issued by FERC on August 31, 2004 is provided as Attachment DTE-1-6(a). Thus, on October 7, 2004, the Company held a meeting with representatives of PurEnergy. See Attachment DTE-1-6(b). The Department was notified of the implications of these plant changes on November 2, 2004. See Attachment DTE-1-6(c). Since that meeting, there has been further discussion regarding the status of the plant. See Attachment DTE-1-6(d). Finally, the Company continues to monitor plant activities through the FERC website, www.ferc.gov. The docket number to monitor is ER06-262.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-14: Provide a detailed chronology of the Company's knowledge of Altresco Pittsfield's financial problems.

Response: See response to Information Request AG-1-13.

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-15: Please explain which Company, Altresco Pittsfield or PurEnergy failed to provide gas under the AFPA, and provide a detailed chronology the events that led to that failure.

Response: See Response to Information Request AG-1-13.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-16: Please state when and how the Company first learned that Altresco Pittsfield and/or PurEnergy, L.L.C. may not provide peaking supply service under the AFPA, how it confirmed that the Company would not have access to that peaking supply service, and describe the nature of any notice that the Company received regarding the loss of the peaking supply service. Include in this response all related evaluations, studies, reports, contracts, correspondence, e-mails, notes, memorandum, presentation materials, work papers, and any attachments to these documents.

Response: See Response to Information Request AG-1-13.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-17: Describe any communications with Altresco or Altresco Pittsfield regarding legal and non-legal remedies for Altresco Pittsfield's and/or PurEnergy's failure to supply peaking gas pursuant to the terms of the AFPA? Include in this response all related evaluations, studies, reports, correspondence, e-mails, notes, memorandum, presentation materials, work papers, and any attachments to these documents.

Response: See response to Information Request AG-1-13 and Information Request AG-1-18.

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-18: Did the Company conduct an internal evaluation to determine the Company's legal remedies and/or options under, but not limited to, the AFPA and FPA, and related Gas Purchase Agreements ("GPA") and Transportation Agreements ("TA") for Altresco Pittsfield's and/or PurEnergy's failure to supply peaking gas during and after the winter 2004/05 heating season?[4] Please provide a detailed explain the evaluation including evaluation periods or dates and evaluation participants. Include in this response all evaluations, studies, reports, correspondence, e-mails, notes, memorandum, presentation materials, and work papers related to or used in any evaluation.

Response: The Company reviewed its remedies with respect to its rights pursuant to the AFPA and FPA and the then current status of the plant and its owner. Discussions were held with the Company's counsel and the terms of the Agreements were reviewed in these discussions. The Company determined that pursuing litigation at that time was not in the Company's interest and therefore elected to continue to work informally with the plant's operator to secure benefits for customers while also securing replacement resources. See Attachment AG-1-18.

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[4] Anytime this document refers to GPAs or TAs it is referring to all GPAs and TAs ever in existence directly related to the AFPA and FPA.

BERKSHIRE GAS COMPANY MEMORANDUM

To: File

CC: J. Avery, W. Barschdorf, M. Pranaitis, J. Rudiak

From: K. Zink

Date: December 6, 2004

Re: FERC Protest for capacity release between Altresco and Coral

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Altresco released its Tennessee firm capacity for the remainder of its term to Coral. Since Altresco did not offer the capacity to Berkshire and we lost our peaking supply and surge protection rights, we were considering whether to file a protest with FERC based on this release. I spoke with Barbara Heffernan, and subsequently with Barbara and Jim Avery, to discuss our options. Barbara had been able to review the contracts with Tennessee when they were converted from NET-284 to FT-A contracts but not the original agreements. Nonetheless, the capacity was released under the same terms and conditions in which Altresco had the capacity. That is, the cost is at maximum rates, it is for the remaining term of the agreement (through 2011 or 2012), and a minimum throughput of in excess of 700,000 dth is required for the first 14 months. Berkshire was considering whether it could protest the release since Berkshire was not aware the release was even occurring (we weren't looking for it since we didn't expect to need it). Unfortunately, Tennessee followed all the proper posting procedures and, even if we were to protest, FERC would probably disallow the protest. Further, we could not have met the provisions of the agreement since we did not need the full 700,000 dth. Finally, if we were to protest, it might affect ours and other New England LDCs relationship with Coral which we do not want to do. For all these reasons, we decided the protest would not be a smart economic or business decision and decided, if we are to take this to court, it should be in Massachusetts where Altresco violated the terms of the agreement. That is, they can no longer provide peaking or surge protection service even though the terms of the agreement require them to standby for this service.

I called Mark Pranaitis on Dec. 2 to notify him about my discussion with Barbara. In the meantime, Mark has contacted Coral to determine what they are doing with the capacity. I mentioned we should consider coming up with a peaking agreement with Coral similar to the terms with Altresco. Mark is also following up on the potential of some capacity that may be available on the Waddington to Wright on Iroquois and Wright to the Tennessee 200 leg as a peaking replacement. He has contacted Dodson Skipworth who informed me of the potential availability of this capacity to determine when and how much of the capacity is available. Mark will work with John and Bill on analyzing the most economical replacement and we will discuss at a later date. I indicated we need an analysis to complete our forecast & supply plan which is due to be filed with the regulators at the end of January.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-19: Please refer to *Berkshire Gas Co.,* D.T.E. 05-58 Transcript ("Tr."), pp. 25. There the Company stated that "[the peaking contract that [the Company] had with [Altresco Pittsfield or PurEnergy] would only be enforceable so long as [Altresco Pittsfield or PurEnergy] had gas supply and capacity contracts that would deliver gas and capacity to that plant." Include a brief explanation that includes the basis for this conclusion, and provide all documents, contracts, memorandum, work papers and any attachments to these documents that support the basis for the Company's conclusion.

Response: Please refer to Attachment AG 1-19(a) (the Fuel Purchase Agreement dated March 15, 1989) and Attachment AG 1-19(b) (the Amendment to Fuel Purchase Agreement dated December 11, 1992). Section 6 of the FPA describes the term and certain events that would result in the termination of the FPA. These events include the termination of the "Gas Purchase Agreement," which was defined on page 1 of the FPA. Since the underlying Canadian gas supply contract had been terminated, the result was that the FPA rights were also terminated. Section 6 was not amended by the AFPA.

FUEL PURCHASE AGREEMENT

THIS AGREEMENT is entered into this 15th day of March, 1989, by and between THE BERKSHIRE GAS COMPANY, a Massachusetts corporation, hereinafter referred to as "Berkshire," and ALTRESCO, INC., a Colorado corporation, hereinafter referred to as "Altresco."

WITNESSETH:

WHEREAS, Altresco and Berkshire have entered into a Natural Gas Transportation Agreement dated March 15 , 1989 (hereinafter, the "Berkshire Transportation Agreement") pursuant to which Berkshire agreed to transport and deliver on a firm basis up to forty thousand (40,000) MMBtu's per day on behalf of Altresco to Altresco's cogeneration facility to be constructed in Pittsfield, Massachusetts;

WHEREAS, Altresco has or will acquire a firm supply of Canadian natural gas (hereinafter the "Gas Purchase Agreement") and has or will make the necessary contractual arrangements (hereinafter the "Transportation Agreements") to have such natural gas supply transported through the pipeline facilities of NOVA Corporation of

Alberta, TransCanada PipeLines Limited, Tennessee Gas Pipeline Company and such other pipeline facilities as may be necessary to Berkshire's gas distribution facilities for transportation to Altresco's cogeneration facility;

WHEREAS, Berkshire desires to obtain certain rights to purchase quantities of natural gas under contract with Altresco and to cause Altresco to assist in the transportation of such quantities under the Transportation Agreements, including the Berkshire Transportation Agreement, to such point of interconnection between the gas pipelines of Berkshire and Altresco as may be established under section 5.1 of the Berkshire Transportation Agreement; and

WHEREAS, Altresco has agreed to arrange for the sale and transportation of such quantities of natural gas for Berkshire subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, the Parties hereby agree as follows:

1. <u>Grant of Gas Purchase Rights</u>: Altresco hereby grants, conveys, assigns and transfers to Berkshire the following rights to purchase quantities of natural gas

acquired by Altresco pursuant to the Gas Purchase Agreement and transported to Altresco pursuant to the Transportation Agreements, including the Berkshire Transportation Agreement:

(a) Peak Season Rights: Subject to the limitations contained in sections 2, 3 and 4, for the period from December 15 through February 15 (the "Peak Season") throughout the term of this Agreement, Berkshire shall have the right to purchase up to three thousand, five hundred (3,500) MMBtu's per day. The exercise of Peak Season Rights by Berkshire shall also be subject to the availability of natural gas to Altresco under the Gas Purchase Agreement and the transportation thereof under the Transportation Agreements to the Point of Receipt, as defined in the Berkshire Transportation Agreement. Altresco shall use all reasonable efforts to arrange for the availability of natural gas and the transportation thereof so as to enable Berkshire to exercise the Peak Season Rights granted herein as of the commencement of operations of Altresco's cogeneration facility or as soon thereafter as is reasonably possible. If, during the term of this Agreement, Altresco's natural gas supply or the transportation thereof are only partially available or are partially interrupted or curtailed, Berkshire's exercise of its Peak Season Rights shall be reduced pro rata for the duration of such partial availability, interruption or curtailment. In the event that Altresco can arrange for additional amounts of gas available to Berkshire for purchase during such Peak Season, it will so advise Berkshire and the Parties shall discuss the prospect of increasing such amount.

(b) Excess Supply Rights: Subject to the limitations contained in sections 2 and 4, if Altresco determines that it will have available for delivery a quantity of natural gas in excess of its anticipated daily requirements, Berkshire shall have the right, but is not required, to purchase the excess of Altresco's maximum daily quantity under the Gas Purchase Agreement over Altresco's anticipated daily requirements for all or some portion of the scheduled deliveries. The Excess Supply Rights are in addition to the Peak Season Rights and may be exercised by Berkshire as to all or any part of Altresco's excess supply.

2. Operating Procedures: No less than sixty (60) days prior to the Commercial Operation Date of Altresco's cogeneration facility, as defined in the Berkshire Transportation Agreement, Altresco and Berkshire shall agree, in writing, on the nomination and operating procedures and other terms and conditions pursuant to

which Berkshire may exercise the Gas Purchase Rights granted pursuant to section 1.

3. Limitations on Peak Season Rights: Berkshire's right to exercise the Peak Season Rights pursuant to section 1(a) shall be subject to the following:

(a) Firm natural gas transportation service must be available to Altresco for its maximum daily contract quantity under the Gas Purchase Agreement through the pipeline facilities of NOVA Corporation of Alberta, TransCanada PipeLines Limited, Tennessee Gas Pipeline Company and such other pipeline facilities as may be necessary to transport such quantity to Altresco's cogeneration facility, except that, if during the term of this Agreement, Altresco shall have available to it firm natural gas transportation service for a quantity which is less than such maximum daily contract quantity, Berkshire's Peak Season Rights shall be reduced during the period of limited availability by the percentage derived by dividing the daily quantity of firm transportation capacity available to Altresco by such maximum daily contract quantity;

(b) Berkshire shall not exercise its Peak Season Rights at such times as Altresco does not have available to it an alternative fuel supply with which to supply the cogeneration facility or, even if an alternative fuel supply is available, at such time as Altresco, in its sole and reasonable discretion, determines that it is limited by environmental constraints as to the burning of available alternative fuels (including reasonable projections by Altresco of future environmental constraints); and

(c) Altresco, from time to time, may impose operational requirements in addition to those agreed to pursuant to section 2 as are reasonably needed to ensure the safe, reliable and efficient operation of the cogeneration facility. To the extent so constrained, Altresco will use its reasonable efforts to provide make-up service during subsequent cold weather periods.

4. Regulatory Approvals: The parties acknowledge and agree that Berkshire's exercise of the Gas Purchase Rights is subject to the receipt of all necessary permits, consents and approvals from the appropriate regulatory authorities both in the United States and Canada. The parties shall cooperate and use their best efforts to obtain such permits, consents and approvals to implement the terms of this Agreement provided, however, that no action shall be taken that would in any way hinder or impair the schedule of regulatory approvals currently underway, would impact any regulatory approvals already obtained or would otherwise impact or restrict the

original intent or operation of the Gas Purchase Agreement or the Transportation Agreements. Upon request by Berkshire, Altresco agrees to exercise its reasonable efforts to cause Altresco's gas suppliers to seek an amendment of any authorization granted by the National Energy Board, the Alberta Energy Resources Conservation Board or the Economic Regulatory Administration to permit Berkshire to exercise the Gas Purchase Rights granted herein. Berkshire shall be responsible for any cost incurred by Berkshire (including attorneys' fees) in seeking the appropriate authorizations and shall reimburse Altresco and/or its gas suppliers for any and all costs incurred by Altresco and/or its gas suppliers (including attorneys' fees) in assisting Berkshire in this regard that would not otherwise be incurred by Altresco and/or its gas suppliers pursuant to their original regulatory filings. Nothing contained in this Agreement shall impose any obligation on Altresco to take any action hereunder which would cause Altresco to be considered a "natural gas company" as defined in the Natural Gas Act.

5. Price: Berkshire shall pay Altresco for all quantities of natural gas acquired by Berkshire pursuant to its Excess Supply Rights at a rate per MMBtu which is the sum of (i) a base commodity price of one dollar and twenty-five cents ($1.25) per MMBtu in United States

cu.rency, adjusted as provided for in subsection (a), (ii) all transportation costs (including commodity, fuel and other charges as well as demand (as allocated pursuant to subsection (b)) and other fixed cost components) incurred by Altresco under the Transportation Agreements, plus (iii) any other taxes, fees or surcharges which may be levied by any body having jurisdiction on the sale of natural gas, or the transportation thereof, pursuant to this Agreement. Berkshire shall pay Altresco for all quantities of natural gas acquired by Berkshire pursuant to its Peak Season Rights at a rate which is the sum of (i) the rate paid for natural gas acquired pursuant to Berkshire's Excess Supply Rights plus (ii) the product of (x) the excess of the cost per MMBtu of the least expensive available alternative fuel that can be utilized in Altresco's cogeneration facility as of the time that Berkshire exercises its Peak Season Rights over the cost per MMBtu of natural gas purchased by Altresco under the Gas Purchase Agreement as of such time and (y) the number of MMBtu's acquired by Berkshire pursuant to its Peak Season Rights. The parties may agree from time to time in writing on a different pricing formula for natural gas acquired by Berkshire under either its Peak Season Rights or Excess Supply Rights..

(a) The base commodity price shall be adjusted in accordance with and at the same time as the "G" component of the price of electricity is adjusted pursuant to the "M/N" factor and such other adjustments as described in Article VB of a Power Purchase Agreement dated December 9, 1987 by and between Altresco Pittsfield, Inc. and Massachusetts Electric Company, as amended from time to time, which Article VB of the Power Purchase Agreement, as amended, is incorporated by reference in this Agreement and made a part hereof. However, in no event shall the base commodity price be reduced below one dollar and twenty-five cents ($1.25) per MMBtu in United States currency.

(b) Berkshire shall be obligated to reimburse Altresco for that percentage of the total monthly demand charges actually paid by Altresco under each of the Transportation Agreements which is equal to the percentage derived by dividing the total quantity of natural gas transported under each such Transportation Agreement for ultimate delivery to Berkshire during the month by an amount which is the product of Altresco's maximum daily firm quantity under each such Transportation Agreement and the number of days in the month.

6. Term: This Agreement shall be effective upon execution and shall be coterminous with the terms of

the Gas Purchase Agreement, the Support Agreement, the Transportation Agreements and the Berkshire Transportation Agreement but shall terminate in the event that (1) the parties are unable to obtain all necessary regulatory permits, consents and approvals, as required by section 4, on terms and conditions reasonably acceptable to both parties acting within a reasonable period of time, or (2) either the Gas Purchase Agreement, the Support Agreement, any of the Transportation Agreements or the Berkshire Transportation Agreement is terminated pursuant to the terms of each Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ALTRESCO, INC.

By: [signature]
President

THE BERKSHIRE GAS COMPANY

By: [signature]
Vice President & Treasurer

NATURAL GAS TRANSPORTATION AGREEMENT

BETWEEN

THE BERKSHIRE GAS COMPANY

"TRANSPORTER"

AND

ALTRESCO, INC.

"SHIPPER"

March 15, 1989

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AMENDMENT TO FUEL PURCHASE AGREEMENT

This Amendment to that certain Fuel Purchase Agreement, by and between The Berkshire Gas Company, a Massachusetts corporation ("Berkshire Gas"), and Altresco, Inc., a Colorado corporation ("Altresco, Inc.") dated March 15, 1989 (the "Fuel Purchase Agreement"), is made this 11th day of December, 1992, by and between Berkshire Gas and Altresco Pittsfield L.P., a Delaware limited partnership ("Altresco").

WITNESSETH

WHEREAS, Berkshire Gas and Altresco, Inc. executed the Fuel Purchaase Agreement as part of an integrated, multi-faceted arrangement developed in connection with the construction and implementation of a natural gas pipeline to deliver natural gas to a 156-megawatt, primarily gas-burning cogeneration plant located in Pittsfield, Massachusetts (the "Facility"), to be owned and operated by Altresco;

WHEREAS, Berkshire Gas and Altresco, Inc. and one or more of its affiliates, have agreed to revise their business arrangement relating to the implementation of the pipeline in a manner that requires, inter alia, an amendment to the Fuel Purchase Agreement; and

WHEREAS, Altresco, Inc. is the general partner of Altresco, and has assigned all of its interests in the Fuel Purchase Agreement to Altresco;

NOW THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, Berkshire Gas and Altresco agree as follows:

Paragraph 1. Definition of Terms

When used in this Amendment, whether in the singular or in the plural, the following words and terms shall have the following meaning:

A. "Avoided Gas Cost" shall mean Berkshire Gas' daily cost of an incremental gas supply necessary to make an additional quantity of gas available to Altresco pursuant to Paragraph 4 of this Amendment after Berkshire has satisfied its other sales requirements.

B. "Avoided Cost of Service" shall mean the sum of the Avoided Gas Cost, the short run variable operations and maintenance costs, fuel and loss retention, and other customer related costs and carrying charges associated with the Sales Service described in Paragraph 4 of this Amendment. Five (5) Working Days prior to the first day of each month during the Winter Period, unless a different notice period is otherwise mandated by Berkshire Gas' suppliers or transporters, Berkshire Gas shall inform Altresco of the estimated Avoided Cost of Service of each source of supply for the following month. The notification of such estimated Avoided Cost of Service will be made on a confidential basis and shall not be disclosed by Altresco to any third parties without prior written consent of Berkshire Gas. On or before the second Working Day following the first day of each month, (unless otherwise mandated by Berkshire Gas' suppliers or transporters) Berkshire Gas shall inform Altresco of its Avoided Cost of Service of each of its sources of supply for the entire month. The notification of Such Avoided Cost of Service shall remain in effect until Berkshire Gas gives notice to Altresco of any change therein occurring during a month, provided however, that Berkshire Gas shall use reasonable efforts to give at least two Working Days prior notice of any such change.

C. "Bousquet Delivery Point" shall mean the metering and delivery facilities located on Tennessee's Adams Lateral in Pittsfield, Massachusetts at M.P. 256A-101 + 4.53 and M.P. 256C - 101 + 4.58 through which Tennessee delivers gas to Berkshire Gas 1) on behalf of Altresco pursuant to Tennessee's Rate Schedule NET-EU or other applicable rate schedule; and 2) for Berkshire Gas' system supply needs pursuant to applicable rate schedules, and which point is the interconnection of Tennessee's facilities and the Feedline.

D. "Feedline" shall mean the 6.2 mile natural gas pipeline linking the Bousquet Delivery Point on Tennessee's Adams Lateral with Altresco's 156-megawatt cogeneration facilities located in Pittsfield, Massachusetts ("Facility").

E. "Intermediate Peakday Sendout Quantity" shall mean the total maximum daily quantity of Firm Gas Supplies available to Berkshire Gas during the Winter Period less the maximum daily quantity of its most expensive source of Firm Gas Supply as calculated by that source's Avoided Cost of Service. Five (5) Working Days prior to the first day of each month during the Winter Period, Berkshire Gas shall inform Altresco of such Intermediate Peakday Sendout Quantity.

F. "Winter Period" shall mean the period beginning on November 1st of each year and ending on the following March 31st.

G. "Peak Season Rights" shall mean Berkshire Gas' rights to purchase gas pursuant to Paragraph 1(a) of the Fuel Purchase Agreement as amended by this Amendment.

H. "Firm Gas Supplies" shall mean supplies of natural gas available to Berkshire Gas pursuant to a firm supply contract and transported for delivery pursuant to 1) a firm transportation contract on a high pressure pipeline(s), 2) pursuant to an interruptible transportation contract on such a pipeline(s) when such interruptible transportation is made by backhaul or displacement or 3) propane that can be injected into Berkshire Gas' distribution system from Berkshire Gas' propane vaporization plants.

I. "Working Day" - a day which is not a Saturday, a Sunday, or any holiday observed by Tennessee, Berkshire Gas or Altresco.

Paragraph 2. Peak Season Rights

Paragraph 1(a) of the Fuel Purchase Agreement is amended so that, subject to the conditions in Paragraph 3 of the Fuel Purchase Agreement, Altresco shall offer to Berkshire Gas at the Bousquet Delivery Point (or other delivery points as agreed to by Berkshire Gas, Altresco and the transporting pipeline(s)) up to 7,500 MMBtu per day (or a mutually agreed upon greater quantity) and a total quantity not to exceed 315,000 MMBtu (or a mutually agreed upon greater quantity) during the Winter Period that Berkshire Gas determines, in its sole judgment, that economical purchase of natural gas can be made under this Paragraph 2 ("Peak Season Rights"). Five (5) Working Days prior to the first of each month during the Winter Period Altresco shall inform Berkshire Gas of the estimated price for any purchases of natural gas under this Paragraph 2 made during the next month as determined in Section 5 of the Fuel Purchase Agreement. Berkshire Gas shall give Altresco 24 hours notice if such Peak Season Rights are required, and upon receipt of such notice, Altresco shall provide the requested Peak Season Rights. If such notice is made less than 24 hours prior to the need for Peak Season Rights, then Altresco shall provide Peak Season Rights on a best-efforts basis.

Paragraph 3. Surge Protection Service

A. Altresco shall make available to Berkshire Gas at the Bousquet Delivery Point (or other delivery points as agreed to by Berkshire Gas, Altresco and the transporting pipelines) back-up gas supplies of up to 31,500 MMBtu per day ("Surge Protection Service") in the event of proration or curtailment of firm gas supplies (including propane) or firm pipeline capacity by Berkshire Gas' supplier(s) or transporter(s). Such Surge Protection Service shall be subject to the same limitations and terms and conditions contained in Paragraph 3 of the Fuel Purchase Agreement. Berkshire Gas shall give Altresco 24 hours notice if such Surge Protection Service is required and upon receipt of such notice, Altresco shall provide the requested Surge Protection Service. If such notice is made less than 24 hours prior to the need for Surge Protection Service, then Altresco shall provide Surge Protection Service on a best-efforts basis. Berkshire Gas may exercise at its sole discretion its Peak Season Rights pursuant to Paragraph 2 hereof before exercising its right to Surge Protection Service hereunder.

B. Berkshire Gas shall pay Altresco for all quantities of natural gas acquired pursuant to the Surge Protection Service at a basic rate per MMBtu equal to 110% of the price provided in the Fuel Purchase Agreement for Peak Season Rights. Berkshire Gas shall also pay Altresco an amount to be mutually determined from time to time to compensate Altresco for costs related to plant operation incurred as a result of providing Surge Protection Service determined as follows:

1. Berkshire Gas shall pay for all MMBtu's of Surge Protection Service received at a rate equal to 40% of the price for Peak Season Rights. Altresco shall hold in a separate reserve account funds received from Berkshire Gas pursuant to this charge for the operation of the Plant using oil during periods of Surge Protection Service. Altresco shall use the funds from said reserve account for maintenance, repair, or offset to economic damage (including lost revenue during time of repair or replacement of equipment) or physical degradation of plant or equipment caused by the burning of fuel oil during periods and to the extent that Berkshire Gas has utilized Surge Protection Service. Funds held in such reserve account and not expended for the uses herein described shall be returned to Berkshire Gas five years after collection thereof by Altresco. There shall be no interest or penalty to Altresco associated with the holding of these reserve account funds.

2. In calculating refunds from the reserve account established pursuant to Paragraph 3 B of the Amendment, Altresco shall apply the first funds collected pursuant to Paragraph 3 B. and deposited in said reserve account to the uses permitted by Paragraph 3 B. as needed. After use of all the funds first collected, Altresco shall apply the next funds collected and continue this convention until all funds are expensed or all requirements are met. In the event that funds collected are insufficient to pay all costs associated with the economic or physical cost of burning fuel oil, then funds received subsequently shall be applied to the funding deficiency until such deficiency is eliminated at which time Altresco shall again hold funds in the reserve account. Altresco shall provide Berkshire Gas with an accounting of all funds paid into and expended from such reserve account on an annual basis, unless a more frequent basis is mutually agreed upon by Berkshire Gas and Altresco.

3. In no event shall Berkshire Gas pay in excess of 150% of the price for Peak Season Rights for Surge Protection Service.

Paragraph 4. <u>Sales Agreement</u>

At times during the Winter Period that Berkshire Gas has quantities of natural gas available that are not necessary for Berkshire Gas to satisfy its system requirements and would not require Berkshire Gas to utilize sources of supply in excess of its Intermediate Peakday Sendout Quantity, Berkshire Gas shall offer for sale to Altresco at the Bousquet Delivery Point natural gas in quantities up to 5,500 MMBtu per day solely for Altresco's use in operating its Facility on days on which Altresco's demand for natural gas exceeds 31,500 MMBtu (or such otherwise mutually agreed upon amount). The price (P) for such natural gas shall be calculated as follows:

$P = A + 95\% (B - A)$
where:

A = the Avoided Cost of Service of natural gas to Berkshire Gas as a consequence of making sales hereunder.
B = the cost of natural gas delivered on a firm basis by Tennessee to the Bousquet Delivery Point for the account of Altresco and purchased pursuant to Altresco's long-term firm gas supply contract(s);

provided, however, that said sales price shall never fall below one hundred one and one half percent (101.5%) of the Avoided Cost of Service as a consequence of making sales pursuant to this paragraph. Five (5) Working Days before the first day of each month Altresco shall inform Berkshire Gas of the estimated cost of natural gas as set out in (B) above, and Berkshire Gas shall inform Altresco of the estimated Avoided Cost of Service, taking account of differing demands on the Berkshire Gas System, as set forth in (A) above. Two (2) Working Days after each month, Altresco will provide Berkshire Gas with the actual cost of natural gas as set out in (B) above. The parties recognize that transportation of certain sources of supply available to Berkshire Gas that may be offered for sale to Altresco pursuant to this Paragraph 4 may require the services of one or more suppliers or transporters. Altresco will provide notification to Berkshire Gas of the quantities of natural gas that are desired to be purchased pursuant to this Paragraph 4 at times set by Berkshire Gas in order to meet the nomination deadlines of the respective supplier(s) and transporting pipeline(s).

Paragraph 5. <u>Balancing and Exchange Agreement</u>

A. Berkshire Gas shall make use of tariff provisions, such as those allowing or requiring Operational Balancing Agreements (OBA) and other similar provisions that allow changes in nominations during the day which may be provided by Tennessee and Berkshire Gas' suppliers, to coordinate operations in order to reduce, to the maximum practical and economical extent, daily and monthly imbalances with Tennessee. Berkshire Gas and Altresco shall take actions daily during each month to correct any imbalances that may occur by making adjustments in nominations or actual receipts. To the extent practical, Berkshire Gas will use its OBA with Tennessee to make the Altresco receipts at the Bousquet Delivery Point equal to the confirmed nomination for the account of Altresco at the Bousquet Delivery Point on a daily basis. Volumes transported for Altresco shall be deemed first through the meter. Any variances between Altresco's confirmed nominations at the Bousquet Delivery Point and actual receipts by Altresco at the Facility will be considered an imbalance between Berkshire Gas and Altresco ("Berkshire/Altresco Imbalances"). Upon notice from Altresco, Berkshire Gas will, to the extent practical, act to reduce the Berkshire/Altresco Imbalances; however, Berkshire Gas shall not be required to take actions, such as making excessive withdrawals from storage, to reduce Berkshire/Altresco Imbalances which will cause economic harm to its ratepayers or compromise its supply security. If in spite of daily efforts by the parties in coordinating operations, the Berkshire/Altresco Imbalance is of the magnitude to cause Tennessee to impose a daily imbalance charge or other applicable fee, a share of such charge(s) or fee(s) will be assessed to Altresco based upon its proportional share of the total imbalance with Tennessee that was incurred by both Berkshire Gas (for its system requirements) and the Berkshire/Altresco Imbalance. All end of month Berkshire/Altresco Imbalances will be cashed out or settled in the identical manner as provided by Tennessee's FERC Tariff as if the Berkshire/Altresco Imbalance was the actual monthly imbalance between Altresco and Tennessee at the Bousquet Delivery Point. Altresco will also be assessed any applicable transportation fees, imbalance penalties, monthly imbalance service charges or any other applicable fees caused by the Berkshire/Altresco Imbalance. Altresco and Berkshire Gas may also agree to correct any imbalance in kind.

B. Additionally, if mutually agreeable and economically beneficial to both parties, Altresco and Berkshire Gas may agree to settle Berkshire/Altresco Imbalances by buying and selling to each other. Actual deliveries to Altresco at the Facility which are in excess of confirmed nominations will be treated as "Excess Deliveries." Actual deliveries to Altresco at the Facility which are less than confirmed nominations will be treated as "Excess Receipts." If such correction is made among the parties, Berkshire Gas shall sell Excess Deliveries at a price pursuant to Paragraph 4 hereof. Altresco shall sell Excess Receipts to Berkshire Gas at a price for Excess Supply Rights pursuant to Paragraph 5 of the Fuel Purchase Agreement. Any amounts of natural gas purchased by Berkshire Gas pursuant to this Paragraph 5 B shall not be considered in determining the daily or winter period amounts pursuant to Paragraph 2 hereof.

C. On days when Berkshire Gas has nominated deliveries of gas pursuant to agreements not requiring even hourly takes or that allow changes in nomination during the day pursuant to this Paragraph 5, Berkshire Gas shall nominate for delivery at the Bousquet Delivery point to the extent practical, sufficient quantities of gas under its various gas supply contracts to minimize Altresco's expected variation in hourly or revised daily takes, provided that Altresco's hourly takes may not exceed 5.5% of its total daily metered quantity. Further, at no time will Berkshire Gas be required to nominate more than 5,500 MMBtu for delivery at the Bousquet Delivery Point during a single day. The parties further agree to use best efforts to coordinate dispatch nominations to Tennessee for deliveries of natural gas to meet variations in Berkshire Gas' own distribution system needs.

D. Berkshire Gas will be responsible for confirming all nominations of all deliveries by Tennessee to the Bousquet Delivery Point, including gas quantities for the accounts of both Berkshire Gas and Altresco. Altresco shall notify Berkshire Gas by facsimile of Altresco nominated quantities for the Bousquet Delivery Point two hours (or as mutually agreed upon) prior to the time at which Berkshire is required to nominate its daily quantities for its system supply with Tennessee. Berkshire shall also provide Altresco with the previous day's Berkshire/Altresco Imbalance by facsimile two hours (or such other time as mutually agreed upon) prior to the time Altresco is required to nominate its daily gas quantities for the Facility with Tennessee.

E. Berkshire Gas and Altresco recognize that Tennessee's FERC Gas Tariff is subject to change from time to time and that changes in the future may effect operations under this Amendment. Berkshire Gas and Altresco may confer after any such change and develop procedures or revise this Amendment to achieve the goals of economic, coordinated delivery of Berkshire Gas' supplies and Altresco's supplies to the mutual benefit of the parties.

Paragraph 6. Accounting Conventions, Record Keeping Requirments

A. At times when Berkshire Gas is not accepting natural gas from Altresco pursuant to Paragraph 1(a) of the Fuel Purchase Agreement as amended by Paragraph 2 of this Amendment, it shall be deemed for purposes of determining a price for Firm Gas Supplies for sale to Altresco pursuant to Paragraph 4 hereof that Berkshire Gas has not utilized any sources of supply in excess of its Intermediate Peakday Sendout Quantity.

B. Berkshire Gas and Altresco shall exchange information on as frequent a basis as necessary to facilitate the efficient, economical and safe operation of Berkshire Gas' system, the Feedline and Altresco's Facility. To that end, Berkshire Gas and Altresco shall designate operating personnel to receive information from and transmit daily information to the other party. Such designated personnel shall meet on a regular basis to resolve any difficulties in the transmission or receipt of information and to familiarize themselves with the operations of the other in order to understand and improve the quality of the communications between Berkshire Gas and Altresco.

C. All billings and payments for the services provided in Paragraphs 2, 3, 4 and 5 of this Amendment will be rendered and paid by the applicable party in accordance with the procedures described in Articles 9 and 10 of the Natural Gas Transportation Agreement, dated March 15, 1989, between Berkshire Gas and Altresco.

Paragraph 7. Integration with Other Agreements

This Amendment shall amend the Fuel Purchase Agreement to the extent necessary to implement the agreements contained herein. Any conflict, contradictions, or ambiguities created by comparison of this Amendment and the Fuel Purchase Agreement shall be resolved by giving full force and effect to the provisions contained herein, and all interpretations of said Fuel Purchase Agreement shall be made in a manner consistent with and supportive of the agreements contained herein. Except as changed by this Amendment the Fuel Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of this 11th day of December, 1992.

The Berkshire Gas Company

By: Lee H Hatem

Its: Vice President

Altresco Pittsfield L.P.
by its General Partner,
Altresco, Inc.

By: Howard [illegible]

Its: PRESIDENT

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question
AG-1-20: Describe in detail the Company's past, current, or planned efforts to enforce its rights pursuant to the AFPA, if any.

Response: The Company has analyzed its ability to enforce the FPA rights and believes that its best strategy remains to continue to utilize the rights available pursuant to the Transportation Agreement and to develop new opportunities for mutual benefits for the Company, its customers and the plant operator.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-21: Please refer to the Company's response to D.T.E. 05-58, AG-RR-1. Define "supply agreements" and "regular oversight of the project."

Response: The reference to "supply agreements" is intended to mean the "Gas Purchase Agreement" defined within the FPA and referenced in the Company's response to Information Request AG 1-19. The reference to "regular oversight" described the fact that the Company had regular meetings and discussions with the plant's personnel throughout the term of the FPA and AFPA. The Company was generally aware of the gas supply planning practices of the plant operator.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-22: Please refer to the Company's response to D.T.E. 05-58, AG-RR-1. Explain why the plant operator lost its transportation rights on the Tennessee system.

Response: The Company understands that the plant operator released its transportation rights on the Tennessee system because of its assessment of the region's electricity market. See response to Information Request AG-1-13. See also Attachment AG-1-22(a) for the contract between Coral and Tennessee whereby Pittsfield Generating released its rights to the capacity. FERC approval of this contract is Attachment AG-1-22(b).

Tennessee Gas Pipeline
an El Paso company

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SECRETARY
2004 NOV 15 P 4:46
FEDERAL ENERGY
REGULATORY COMMISSION
ORIGINAL

November 15, 2004

Ms. Magalie Roman Salas, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Tennessee Gas Pipeline Company
Negotiated Rate Filing, Docket Nos. RP96-312-114

Dear Ms. Salas:

Pursuant to Section 4 of the Natural Gas Act ("NGA"), Part 154 of the Regulations of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. Part 154, Tennessee Gas Pipeline Company ("Tennessee") hereby tenders for filing and acceptance an original and five copies of two gas transportation agreements between Tennessee and Coral Energy Resources, L.P. ("Coral") pursuant to Tennessee's Rate Schedule FT-A[1] ("FT-A Service Agreements") and two negotiated rate letter agreements ("Negotiated Rate Agreements") dated November 12, 2004. The FT-A Service Agreements and the Negotiated Rate Agreements reflect a negotiated rate arrangement between Tennessee and Coral for service to be effective as requested below ("Negotiated Rate Arrangement").

For the reasons stated below, Tennessee requests that if the Commission issues an order on or before November 19, 2004, it accept and approve the Negotiated Rate Arrangement to be effective December 1, 2004, and if the Commission issues an order on or after November 20, 2004, it accept and approve the Negotiated Rate Arrangement to be effective January 1, 2005.

Statement of Nature, Reasons, and Basis for the Filing

On August 30, 1996, in Docket No. RP96-312-000, the Commission approved, subject to conditions, Tennessee's July 16, 1996, tariff filing authorizing Tennessee to charge negotiated rates for its transportation and storage services. Tennessee Gas Pipeline Co., 76 FERC ¶ 61,224 order on reh'g, 77 FERC ¶ 61,215 (1996). Tennessee made its negotiated rate filing pursuant to the Commission's Policy Statement, which the Commission issued on January 31, 1996, and

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1 Tennessee provides for an entirely paperless, electronic contract system. The filed FT-A Service Agreements represent replicas of the electronic FT-A Service Agreements executed on-line by Coral. The filed FT-A Service Agreements contain no deviations from Tennessee's pro forma FT-A Service Agreement. Due to the mechanics of Tennessee's PASSKEY system, if the Negotiated Rate Arrangement is not approved effective December 1, 2004, the contract numbers assigned to the arrangement will change. If that occurs, Tennessee will inform the Commission of the new contract numbers.

Tennessee Gas Pipeline
1001 Louisiana Street Houston, Texas 77002
PO Box 2511 Houston, Texas 77252-2511
tel 713.420.2131

modified on July 25, 2003.[2] Both the Policy Statement and the orders approving Tennessee's negotiated rate option require Tennessee, when implementing a negotiated rate contract, to file either the contract or tariff sheets identifying and describing the transaction. Tennessee Gas Pipeline Co., 77 FERC at 61,877; Policy Statement, 74 FERC at 61,241. The Commission has stated that pipelines' negotiated rate filings must disclose all consideration linked to the agreement. Columbia Gulf Transmission Co., 85 FERC ¶ 61,373 (1998) ("Columbia Gulf"). As to the disclosure of consideration, the Commission stated, "in any pipeline filing of a negotiated rate agreement, any other agreement, understanding, negotiation or consideration linked to the agreement must be disclosed in the pipeline's filing." Columbia Gulf, 85 FERC at 62,424.

On July 1, 2002, Tennessee filed a negotiated rate arrangement between Tennessee and Pittsfield Generating Co., L.P. ("Pittsfield") in Docket Nos. RP96-312-077 and -081, utilizing the negotiated rate alternative authorized by the orders approving Tennessee's negotiated rate authority and the Policy Statement. The Pittsfield negotiated rate arrangement related to Pittsfield's conversion of service from Rate Schedule NET-284 to Rate Schedule FT-A, which was approved by the Commission on August 2, 2002.[3]

On November 12, 2004, Pittsfield permanently released the Pittsfield negotiated rate arrangement to Coral pursuant to the capacity release provisions of Tennessee's FERC Gas Tariff. Tennessee is submitting the Negotiated Rate Arrangement with Coral to reflect the permanent assignment of the FT-A transportation service and negotiated rate agreements to Coral. As noted by the terms of the permanent release, the Negotiated Rate Arrangement will become effective December 1, 2004, or January 1, 2005, depending upon the timing of the Commission's approval of this filing.

Tennessee now seeks to implement the Negotiated Rate Arrangement with Coral via the negotiated rate agreement alternative authorized by the orders approving Tennessee's negotiated rate authority and the Policy Statement. The agreements reflecting the Negotiated Rate Arrangement provide the following information: 1) exact legal names of the shippers; 2) the total charges (rate and applicable surcharges); 3) the receipt and delivery points; 4) the volumes of gas to be transported; and 5) the applicable rate schedule for the service. Consistent with Columbia Gulf, the information set forth in the agreements under Appendix A fully discloses the essential conditions involved in the negotiated rate transactions, including a specification of all consideration. The negotiated rates are identical to those approved by the Commission in its August 2, 2002, Order. The throughput commitments associated with the negotiated rates have been revised to reflect the remaining term of the agreements. The firm transportation agreements contain no provisions that materially deviate from the pro forma contracts contained in Tennessee's Tariff. In addition, in accordance with the orders approving Tennessee's negotiated rate option, Tennessee will keep its negotiated rate information in such form that it can be filed,

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[2] Statement of Policy on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Services of Natural Gas Pipelines, 74 FERC ¶ 61,076 (1996); Natural Gas Pipeline Negotiated Rate Policies and Practices, 104 FERC ¶ 61,134 (2003) ("Policy Statement").

[3] Tennessee Gas Pipeline Co., 100 FERC ¶ 61,151 (2002).

separately identified, and separately totaled as part of and in the format of Statements G, I, and J in Tennessee's future Section 4 rate case filings.

Materials Enclosed

In accordance with 18. C.F.R. § 154.7(a)(1), Tennessee states that the following items are included in this filing:

(1) The instant transmittal letter;

(2) Paper copies of the Negotiated Rate Arrangement;

(3) A form of notice suitable for publication in the Federal Register in accordance with 18 C.F.R. § 154.209; and

(4) An electronic version of the Federal Register Notice on a 3 ½-inch diskette.

Service and Correspondence

The undersigned certifies that a copy of this filing has been mailed to each of Tennessee's customers and affected state regulatory commissions.

The names, titles, and mailing addresses of the persons to whom correspondence and communications concerning this filing should be directed are as follows:

Marguerite Woung-Chapman
General Counsel
*Jay V. Allen
Counsel
Tennessee Gas Pipeline Company
1001 Louisiana Street
Houston, TX 77002
(713) 420-5589
(713) 420-1601 (fax)

Byron S. Wright, Vice President
*Milton Palmer, Director
Rates and Regulatory Affairs
Tennessee Gas Pipeline Company
1001 Louisiana Street
Houston, TX 77002
(713) 420-3297
(713) 420-1605 (fax)

*Janice A. Alperin
Associate General Counsel
El Paso Corporation
555 11th Street, NW
Suite 750
Washington, DC 20004
(202) 637-3514
(202) 637-3501 (fax)

*Michael D. Moore
Director, Federal Agency Affairs
El Paso Corporation
555 11th Street, NW
Suite 750
Washington, DC 20004
(202) 637-3537
(202) 637-3501 (fax)

(* Persons designated for service in accordance with Rule 203 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 395.203. Tennessee requests that the Commission waive Rule 203(b)(3) to allow four persons to be designated to receive service.)

Effective Date

Tennessee respectfully requests that the Commission grant all waivers of its Regulations necessary to accept this filing and approve the Negotiated Rate Arrangement to be effective on December 1, 2004, if the Commission issues an order on or before November 19, 2004, or January 1, 2005, if the Commission issues an order after November 19, 2004.[4]

Any questions regarding this filing may be directed to the undersigned at (713) 420-5589.

Respectfully submitted,

TENNESSEE GAS PIPELINE COMPANY

Jay V. Allen
Counsel

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[4] Tennessee reserves the right, if the Commission does not approve any portion of the Negotiated Rate Arrangement pursuant to the terms as filed herein, to withdraw this filing.

Tennessee Gas Pipeline
an El Paso company

November 12, 2004

Coral Energy Resources, L.P.
909 Fannin
Suite 700
Houston, TX 77010

Attention: Jean Foard

RE: Firm Transportation Negotiated Rate Letter Agreement
Tennessee FT-A Service Package No. 47697

Dear Jean:

Whereas Pittsfield Generating Company L.P. (Pittsfield) entered into a firm transportation contract with Tennessee Gas Pipeline Company (Tennessee) effective August 1, 2002 (Service Package No. 40275) and a related Firm Transportation Negotiated Rate Letter Agreement dated June 18, 2002 (Negotiated Rate Arrangement); and

Whereas Tennessee, in Docket No. RP96-312-077 obtained approval from the Federal Energy Regulatory Commission (FERC) for the Negotiated Rate Arrangement; and

Whereas Pittsfield requested to permanently assign all rights and obligations under Service Package No. 40275 to Coral Energy Resources, L.P. (Coral) as of December 1, 2004, or January 1, 2005, based on and subject to FERC approval, and Tennessee is agreeable to such permanent assignment; and

Whereas Pittsfield successfully posted its release request in accordance with applicable procedures as provided in Tennessee's FERC Gas Tariff;

Now, therefore, pursuant to Section 5.7 of Tennessee's FT-A Rate Schedule, Tennessee hereby agrees to adjust its then applicable FT-A Transportation rate for FT-A service provided under the above-referenced contract as follows;

1. For the period commencing December 1, 2004, or January 1, 2005, based on and subject to FERC approval (Commencement Date), and extending through July 31, 2007, for gas delivered by Tennessee on behalf of Coral under the above-referenced service package, the applicable FT-A rates will be:

   i) A monthly reservation rate equal to the effective maximum monthly FT-A reservation rate, as it may change, plus a monthly surcharge of $3.0491 per Dth, and a daily commodity rate equal to the effective maximum FT-A commodity rate, as it may change. These rates are inclusive of surcharges.

Tennessee Gas Pipeline
1001 Louisiana Street Houston, Texas 77002
PO Box 2511 Houston, Texas 77252.2511
Tel 713.420.2131 fax 713.420.5107

ii) In addition, Shipper shall furnish a quantity of gas for fuel and losses equal to the applicable FT-A fuel and loss percentage, as it may change.

2. Effective August 1, 2007, the transportation rate under this Agreement shall be the effective maximum FT-A reservation and commodity rates, as they may change from time-to-time. In addition, Shipper shall pay any applicable surcharges under Rate Schedule FT-A as well as furnish a quantity of gas for fuel and losses applicable under Rate Schedule FT-A.

3. i) If the FERC approves this Agreement effective December 1, 2004, Shipper shall maintain, for a period of fourteen months commencing on the Commencement Date of the Service Package (Throughput Commitment Period), a total throughput of 786,500 Dth under the Service Package on each segment (Throughput Commitment). Each Dth of gas flowing under the Service Package on each segment utilized, whether by Shipper or a Replacement Shipper, will be counted towards the Throughput Commitment. To the extent that the Throughput Commitment is not met by the end of the Throughput Commitment Period, Tennessee shall adjust the rate paid during the Throughput Commitment Period such that Shipper shall pay Tennessee an additional rate equal to the weighted average FT-A commodity rate in effect for the applicable period minus $0.0051 per Dth, multiplied by the Dth deficiency between the Throughput Commitment and the actual throughput. Shipper shall pay this additional rate in one lump sum payment within ten days of receipt of an invoice from Tennessee. To determine whether Shipper has met its Throughput Commitment during the Throughput Commitment Period, Tennessee shall consider Shipper's overall actual throughput during that period. Shipper will not have met its Throughput Commitment only if Shipper's throughput in the aggregate fell below the Throughput Commitment during the Throughput Commitment Period.

ii) If the FERC approves this Agreement effective January 1, 2005, Shipper shall maintain, for a period of thirteen months commencing on the Commencement Date of the Service Package (Throughput Commitment Period), a total throughput of 711,750 Dth under the Service Package on each segment (Throughput Commitment). Each Dth of gas flowing under the Service Package on each segment utilized, whether by Shipper or a Replacement Shipper, will be counted towards the Throughput Commitment. To the extent that the Throughput Commitment is not met by the end of the Throughput Commitment Period, Tennessee shall adjust the rate paid during the Throughput Commitment Period such that Shipper shall pay Tennessee an additional rate equal to the weighted average FT-A commodity rate in effect for the applicable period minus $0.0051 per Dth, multiplied by the Dth deficiency between the Throughput Commitment and the actual throughput. Shipper shall pay this additional rate in one lump sum payment within ten days of receipt of an invoice from Tennessee. To determine whether Shipper has met its Throughput Commitment during the Throughput Commitment Period, Tennessee shall consider Shipper's overall actual throughput during that period. Shipper will not have met its Throughput Commitment only if Shipper's throughput in the aggregate fell below the Throughput Commitment during the Throughput Commitment Period.

4. This Negotiated Rate Agreement shall be filed with the FERC and is subject to approval by the FERC. Through July 31, 2007, Shipper shall not file or support any filing at the FERC that proposes to decrease the rate under this Negotiated Rate Agreement.

5. If any terms of this Negotiated Rate Agreement are disallowed by any order, rulemaking, regulation, or policy of the FERC, Tennessee may immediately terminate this Negotiated Rate Agreement. If any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the FERC, Tennessee and Coral may mutually agree to amend

this Negotiated Rate Agreement in order to ensure that the original commercial intent of the parties are preserved.

Please acknowledge your acceptance of this proposal by signing both originals and returning to the undersigned. One fully executed original will be returned for your records.

Sincerely,

Tennessee Gas Pipeline Company

By: ______________________ Date: 11/12/04 11-12-04

NAME: **Stanley G. Chapman III**

TITLE: **Agent & Attorney-in-Fact**
Agent and Attorney-In-Fact

Coral Energy Resources L.P.

By: ______________________ Date: 11/12/04

NAME: DAVID WELLS

TITLE: SENIOR VICE PRESIDENT

Legal ______
Initials

Service Package No: 47697
Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1 day of December, 2004, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and CORAL ENERGY RESOURCES, L.P., a DELAWARE Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 2000 dekatherms. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.

1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 *CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the* unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - REGULATION

9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI - WARRANTIES

11.1 *In addition to the warranties set forth in Article IX of the General Terms and Conditions of* Transporter's FERC Gas Tariff, Shipper warrants the following:

(a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including *reasonable attorneys fees) arising from or out of breach of any warranty by* Shipper herein.

11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII - TERM

12.1 This contract shall be effective as of 1 December, 2004 and shall remain in force and effect, unless modified as per Exhibit B, until 30 September, 2011 ('Primary Term') and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term *shall be governed by Article III, Section 10.4 of the General Terms and Conditions of* Transporter's FERC Gas Tariff; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.

12.3 This Agreement will terminate automatically upon written notice from Transporter in the *event Shipper fails to pay all of the amount of any bill for service rendered by Transporter* hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER:
NOTICES: CORAL ENERGY RESOURCES, L.P.
909 FANNIN
SUITE 700
HOUSTON,TX,USA-77010

Attention: SHARON S. PYBURN

BILLING: CORAL ENERGY RESOURCES, L.P.
909 FANNIN
SUITE 700
HOUSTON,TX,USA-77010

Attention:JUDY NGUYEN

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV - ASSIGNMENTS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV - MISCELLANEOUS

15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.

15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: ______________________________
Agent and Attorney-In-Fact

CORAL ENERGY RESOURCES, L.P.

BY: ______________________________

TITLE: ___________________________

DATE: ___________________________

EXHIBIT "A"
TO GAS TRANSPORTATION AGREEMENT
DATED December 1, 2004
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
CORAL ENERGY RESOURCES, L.P.

CORAL ENERGY RESOURCES, L.P.
EFFECTIVE DATE OF AMENDMENT: December 1, 2004
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 47697
SERVICE PACKAGE TQ: 2000 Dth

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
020747	BOUSQUET SMS	BERKSHIRE GAS COMPANY THE	BERKSHIRE	MA	06	D	200	2000	2000
020770	POTTER COUNTY TRANSPORT		POTTER	PA	04	R	300	2000	2000
						Total Receipt TQ		2000	2000
						Total Delivery TQ		2000	2000

NUMBER OF RECEIPT POINTS: 1
NUMBER OF DELIVERY POINTS: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use under Rate Schedule FS)

EXHIBIT B

TO GAS TRANSPORTATION AGREEMENT
DATED 1, December, 2004
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
CORAL ENERGY RESOURCES, L.P.

BUYOUT/EARLY TERMINATION PROVISIONS*

SERVICE PACKAGE: 47697

BUYOUT PERIOD(S) ____________________

____

____

AMOUNT OF TQ REDUCED FOR PERIOD(S) ____________________

____

____

AMOUNT OF BUYOUT PAYMENT FOR PERIOD(S) ____________________

____

____

ANY LIMITATIONS ON THE EXERCISE OF THE BUYOUT/TERMINATION OPTION AS BID BY THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS.

Tennessee Gas Pipeline
an El Paso company

November 12, 2004

Coral Energy Resources, L.P.
909 Fannin
Suite 700
Houston, TX 77010

Attention: Jean Foard

RE: Firm Transportation Negotiated Rate Letter Agreement
Tennessee FT-A Service Package No. 47498

Dear Jean:

Whereas Pittsfield Generating Company L.P. (Pittsfield) entered into a firm transportation contract with Tennessee Gas Pipeline Company (Tennessee) effective August 1, 2002 (Service Package No. 40274) and a related Firm Transportation Negotiated Rate Letter Agreement dated June 18, 2002 (Negotiated Rate Arrangement); and

Whereas Tennessee, in Docket No. RP96-312-081 obtained approval from the Federal Energy Regulatory Commission (FERC) for the Negotiated Rate Arrangement; and

Whereas Pittsfield requested to permanently assign all rights and obligations under Service Package No. 40274 to Coral Energy Resources, L.P. (Coral) as of December 1, 2004, or January 1, 2005, based on and subject to FERC approval, and Tennessee is agreeable to such permanent assignment; and

Whereas Pittsfield successfully posted its release request in accordance with applicable procedures as provided in Tennessee's FERC Gas Tariff;

Now, therefore, pursuant to Section 5.7 of Tennessee's FT-A Rate Schedule, Tennessee hereby agrees to adjust its then applicable FT-A transportation rate for FT-A service provided under the above-referenced contract as follows:

1. For the period commencing December 1, 2004, or January 1, 2005, based on and subject to FERC approval (Commencement Date), and extending through July 31, 2007, for gas delivered by Tennessee on behalf of Coral under the above-referenced service package, the applicable FT-A rates will be:

    i) A monthly reservation rate equal to the effective maximum monthly FT-A reservation rate, as it may change, plus a monthly surcharge of $4.5321 per Dth, and a daily commodity rate equal to the effective maximum FT-A commodity rate, as it may change. These rates are inclusive of surcharges.

Tennessee Gas Pipeline
1001 Louisiana Street Houston, Texas 77002
PO Box 2511 Houston, Texas 77252 2511
Tel 713.420.2131 fax 713.420.5107

ii) In addition, Shipper shall furnish a quantity of gas for fuel and losses equal to the applicable FT-A fuel and loss percentage, as it may change.

2. Effective August 1, 2007, the transportation rate under this Agreement shall be the effective maximum FT-A reservation and commodity rates, as they may change from time-to-time. In addition, Shipper shall pay any applicable surcharges under Rate Schedule FT-A as well as furnish a quantity of gas for fuel and losses applicable under Rate Schedule FT-A.

3. i) If the FERC approves this Agreement effective December 1, 2004, Shipper shall maintain, for a period of fourteen months commencing on the Commencement Date of the Service Package (Throughput Commitment Period), a total throughput of 12,072,375 Dth under the Service Package (Throughput Commitment). Each Dth of gas flowing under the Service Package on each segment utilized, whether by Shipper or a Replacement Shipper, will be counted towards the Throughput Commitment. To the extent that the Throughput Commitment is not met by the end of the Throughput Commitment Period, Tennessee shall adjust the rate paid during the Throughput Commitment Period such that Shipper shall pay Tennessee an additional rate equal to the weighted average FT-A commodity rate in effect for the applicable period minus $0.0009 per Dth, multiplied by the Dth deficiency between the Throughput Commitment and the actual throughput. Shipper shall pay this additional rate in one lump sum payment within ten days of receipt of an invoice from Tennessee. To determine whether Shipper has met its Throughput Commitment during the Throughput Commitment Period, Tennessee shall consider Shipper's overall actual throughput during that period. Shipper will not have met its Throughput Commitment only if Shipper's throughput in the aggregate fell below the Throughput Commitment during the Throughput Commitment Period.

ii) If the FERC approves this Agreement effective January 1, 2005, Shipper shall maintain, for a period of thirteen months commencing on the Commencement Date of the Service Package (Throughput Commitment Period), a total throughput of 11,210,062 Dth under the Service Package (Throughput Commitment). Each Dth of gas flowing under the Service Package on each segment utilized, whether by Shipper or a Replacement Shipper, will be counted towards the Throughput Commitment. To the extent that the Throughput Commitment is not met by the end of the Throughput Commitment Period, Tennessee shall adjust the rate paid during the Throughput Commitment Period such that Shipper shall pay Tennessee an additional rate equal to the weighted average FT-A commodity rate in effect for the applicable period minus $0.0009 per Dth, multiplied by the Dth deficiency between the Throughput Commitment and the actual throughput. Shipper shall pay this additional rate in one lump sum payment within ten days of receipt of an invoice from Tennessee. To determine whether Shipper has met its Throughput Commitment during the Throughput Commitment Period, Tennessee shall consider Shipper's overall actual throughput during that period. Shipper will not have met its Throughput Commitment only if Shipper's throughput in the aggregate fell below the Throughput Commitment during the Throughput Commitment Period.

4. This Negotiated Rate Agreement shall be filed with the FERC and is subject to approval by the FERC. Through July 31, 2007, Shipper shall not file or support any filing at the FERC that proposes to decrease the rate under this Negotiated Rate Agreement.

5. If any terms of this Negotiated Rate Agreement are disallowed by any order, rulemaking, regulation, or policy of the FERC, Tennessee may immediately terminate this Negotiated Rate Agreement. If any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation, or policy of the FERC, Tennessee and Coral may mutually agree to amend

this Negotiated Rate Agreement in order to ensure that the original commercial intent of the parties are preserved.

Please acknowledge your acceptance of this proposal by signing both originals and returning to the undersigned. One fully executed original will be returned for your records.

Sincerely,

Tennessee Gas Pipeline Company

By: Stanley G. Chapman Date: 11/12/04 11-12-04

NAME: **Stanley G. Chapman III**

TITLE: **Agent & Attorney-In-Fact**

Agent and Attorney-In-Fact

Coral Energy Resources L.P.

By: ________ Date: 11/12/04

NAME: DAVID WELLS

TITLE: SENIOR VICE PRESIDENT

Legal JMH

Service Package No: 47498
Amendment No: 0

GAS TRANSPORTATION AGREEMENT

(For Use under FT-A Rate Schedule)

THIS AGREEMENT is made and entered into as of the 1 day of December, 2004, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and CORAL ENERGY RESOURCES, L.P., a DELAWARE Corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be 31500 dekatherms. Any limitations on the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.

1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point(s) of Receipt from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Transporter or a downstream pipeline, then responsibility for operations shall be deemed to be Shipper's.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

6.1 TRANSPORTATION RATES - Commencing upon the effective date hereof, the rates, charges, and surcharges to be paid by Shipper to Transporter for the transportation service provided herein shall be in accordance with transporter's Rate Schedule FT-A and the General Terms and Conditions of Transporter's FERC Gas Tariff. Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the applicable maximum rate(s) and all other applicable charges and surcharges specified in the Summary of Rates in Transporter's FERC Gas Tariff and in this Rate Schedule. Transporter and Shipper may agree that a specific discounted rate will apply only to certain volumes under the agreement. Transporter and Shipper may agree that a specified discounted rate will apply only to specified volumes (MDQ, TQ, commodity volumes, Extended Receipt and Delivery Service Volumes or Authorized Overrun volumes) under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the year or over a specifically defined period of time; that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical area; and/or that a specified discounted rate will apply only to production or reserves committed or dedicated to Transporter. Transporter and Shipper may agree to a specified discounted rate pursuant to the provisions of this Section 6.1 provided that the discounted rate is between the applicable maximum and minimum rates for this service.

6.2 INCIDENTAL CHARGES - Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid for by Shipper, which Transporter incurs in rendering service hereunder.

6.3 CHANGES IN RATES AND CHARGES - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - REGULATION

9.1 This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

9.2 The transportation service described herein shall be provided subject to Subpart G, Part 284 of the FERC Regulations.

ARTICLE X - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified, the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE XI - WARRANTIES

11.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

(a) Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Shipper herein.

11.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XII - TERM

12.1 This contract shall be effective as of 1 December, 2004 and shall remain in force and effect, unless modified as per Exhibit B, until 30 April, 2012 ("Primary Term") and on a month to month basis thereafter unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided, however, that if the Primary Term is one year or more, then any rights to Shipper's extension of this Agreement after the Primary Term shall be governed by Article III, Section 10.4 of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided further, if the FERC or other governmental body having jurisdiction over the service rendered pursuant to this Agreement authorizes abandonment of such service, this Agreement shall terminate on the abandonment date permitted by the FERC or such other governmental body.

12.2 Any portions of this Agreement necessary to resolve or cash out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Shipper of such imbalance not later than twelve months after the termination of this Agreement.

12.3 This Agreement will terminate automatically upon written notice from Transporter in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE XIII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511

Attention: Director, Transportation Control

SHIPPER:
NOTICES: CORAL ENERGY RESOURCES, L.P.
909 FANNIN
SUITE 700
HOUSTON,TX,USA-77010

Attention: SHARON E. PYBURN

BILLING: CORAL ENERGY RESOURCES, L.P.
909 FANNIN
SUITE 700
HOUSTON,TX,USA-77010

Attention: TAMMY PAULSBACH

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV - ASSIGNMENTS

14.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XV - MISCELLANEOUS

15.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

15.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

15.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Shipper has been notified through PASSKEY of Transporter's agreement to such change.

15.4 Exhibit "A" attached hereto is incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: ______________________________
Agent and Attorney-in-Fact

CORAL ENERGY RESOURCES, L.P.

BY: ______________________________

TITLE: ____________________________

DATE: ____________________________

EXHIBIT "A"
TO GAS TRANSPORTATION AGREEMENT
DATED December 1, 2004
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
CORAL ENERGY RESOURCES, L.P.

CORAL ENERGY RESOURCES, L.P.
EFFECTIVE DATE OF AMENDMENT: December 1, 2004
RATE SCHEDULE: FT-A
SERVICE PACKAGE: 47498
SERVICE PACKAGE TQ: 31500 Dth

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
010902	NIAGARA RIVER (Bi 2 0081)	TRANS CANADA PIPELINE LTD	NIAGARA	NY	05	R	200	31500	31500
020747	BOUSQUET SMS	BERKSHIRE GAS COMPANY THE	BERKSHIRE	MA	06	D	200	31500	31500
						Total Receipt TQ		31500	31500
						Total Delivery TQ		31500	31500

NUMBER OF RECEIPT POINTS: 1
NUMBER OF DELIVERY POINTS: 1

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

GAS TRANSPORTATION AGREEMENT
(For Use under Rate Schedule FS)

EXHIBIT B

TO GAS TRANSPORTATION AGREEMENT
DATED 1, December, 2004
BETWEEN
TENNESSEE GAS PIPELINE COMPANY
AND
CORAL ENERGY RESOURCES, L.P.

BUYOUT/EARLY TERMINATION PROVISIONS*

SERVICE PACKAGE: 47498

BUYOUT PERIOD(S) ______________________

____

____

AMOUNT OF TQ REDUCED FOR PERIOD(S) ______________________

____

____

AMOUNT OF BUYOUT PAYMENT FOR PERIOD(S) ______________________

____

____

ANY LIMITATIONS ON THE EXERCISE OF THE BUYOUT/TERMINATION OPTION AS BID BY THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN THE NET PRESENT VALUE STANDARD OF THE GENERAL TERMS AND CONDITIONS.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Tennessee Gas Pipeline Company) Docket Nos. RP96-312-_____

NOTICE OF NEGOTIATED RATE

(__________, 2004)

Take notice that on November 15, 2004, Tennessee Pipeline Company ("Tennessee") tendered for filing and acceptance six copies of a negotiated rate arrangement between Tennessee and Coral Energy Resources, L.P. ("Coral").

Tennessee requests that the negotiated rate arrangement between Tennessee and Coral become effective on December 1, 2004, if the Commission issues an order on or before November 19, 2004, otherwise, Tennessee requests that the negotiated rate arrangement become effective on January 1, 2005.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. Such notices, motions, or protests must be filed in accordance with the provisions of Section 154.210 of the Commission's regulations (18 CFR 154.210). Anyone filing an intervention or protest must serve a copy of that document on the Applicant. Anyone filing an intervention or protest on or before the intervention or protest date need not serve motions to intervene or protests on persons other than the Applicant.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at http://www.ferc.gov. Persons unable to file electronically should submit an original and 14 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426.

This filing is accessible on-line at http://www.ferc.gov, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, D.C. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Magalie R. Salas
Secretary

FEDERAL ENERGY REGULATORY COMMISSION
Washington, D.C. 20426

OFFICE OF MARKETS, TARIFFS AND RATES

In Reply Refer To:
Letter Order Pursuant to § 375.307(f)
Tennessee Gas Pipeline Company
Docket No. RP96-312-144
Issued: December 14, 2004

Tennessee Gas Pipeline Company
1001 Louisiana Street
Houston, TX 77002

Attention: Jay V. Allen, Attorney

Reference: Negotiated Rate Agreements - Service Package Nos. 47697 and 47498

Ladies and Gentlemen:

On November 15, 2004, Tennessee Gas Pipeline Company (Tennessee) filed the referenced service agreements and copies of two Firm Transportation Negotiated Rate Letter Agreements entered into between Tennessee and Coral Energy Resources, L.P. (Coral) pursuant to Tennessee's Rate Schedule FT-A.[1] Consistent with Tennessee's requested effective date, the FT-A Agreements and Negotiated Rate Agreements with Coral are accepted effective January 1, 2005.

FT-A Agreement No. 47697 and the applicable Negotiated Rate Agreement provide for a commencement date of either December 1, 2004 or January 1, 2005, depending on the effective date approved by the Commission. The applicable FT-A rate, which is inclusive of surcharges, is the maximum monthly FT-A reservation rate plus a monthly surcharge of $3.0491 per Dth, and a daily commodity rate equal to the effective maximum FT-A commodity rate. Effective August 1, 2007, the transportation rate will be the effective maximum FT-A. The shipper will furnish a quantity of gas for fuel and losses equal to the applicable FT-A fuel and loss percentage.

---

[1] The negotiated rate agreements, previously entered into between Tennessee and Pittsfield Generating Co., L.P. (Pittsfield), were accepted by Commission Letter Order in Docket Nos. RP96-196-077 and RP96-196-081 (100 FERC ¶ 61,151 (2002)). On November 12, 2004, Pittsfield permanently released the negotiated rate agreements to Coral pursuant to the capacity release provisions of Tennessee's FERC Gas Tariff.

FT-A Agreement No. 47698 and the applicable Negotiated Rate Agreement provide for a commencement date of either December 1, 2004 or January 1, 2005, depending on the effective date approved by the Commission. The applicable FT-A rate, inclusive of surcharges, is the maximum monthly FT-A reservation rate plus a monthly surcharge of $4.5321 per Dth, and a daily commodity rate equal to the effective maximum FT-A commodity rate. Effective August 1, 2007, the transportation rate will be the effective maximum FT-A. The shipper will furnish a quantity of gas for fuel and losses equal to the applicable FT-A fuel and loss percentage.

Public notice of the filing was issued on November 18, 2004. Interventions and protests were due as provided in Section 154.210 of the Commission's regulations. Pursuant to Rule 214 (18 C.F.R. § 385.214 (2004)), all timely filed motions to intervene and any motion to intervene out-of-time filed before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No adverse comments or protests were filed.

This acceptance for filing shall not be construed as a waiver of the requirements of Section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in your tariff; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against your company.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2003).

Sincerely,

Anna V. Cochrane, Acting Director
Division of Tariffs and Market
Development - East

cc: Public File
All Parties

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-23: Please refer to D.T.E. 05-58, AG-1-2 (Company Reply). Please explain the Company's efforts to enforce its rights under the AFPA.

Response: Please refer to the Company's response to Information Request AG 1-20.

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-24: Please refer to D.T.E. 05-58, AG-RR-1. Please provide a copy of each GPA, TA, and each GPA/TA amendment or successor. Identify any contract that the Company failed to provide and explain each failure.

Response: The Company does not maintain a copy of the GPA and is not aware of any amendment thereto. A copy of the Transportation Agreement is provided as Attachment AG 1-24(a). There have been no amendments to the Transportation Agreement.

NATURAL GAS TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into this 15th day of March, 1989, by and between THE BERKSHIRE GAS COMPANY, a Massachusetts corporation, hereinafter referred to as "Transporter," and ALTRESCO, INC., a Colorado corporation, hereinafter referred to as "Shipper."

WITNESSETH:

WHEREAS, Shipper has requested that Transporter transport and deliver certain quantities of natural gas from a mutually agreed upon point of interconnection between the pipeline facilities of Transporter and Tennessee (as defined herein) to Shipper's cogeneration facility to be constructed in Pittsfield, Massachusetts; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions herein contained, the Parties hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 When used in this Agreement, whether in the singular or in the plural, the following words and terms shall have the following meaning:

(a) Btu: British Thermal Unit; the amount of heat required to raise the temperature of one (1) pound of distilled water from fifty-nine degrees (59°) Fahrenheit to sixty degrees (60°) Fahrenheit, at a constant pressure of fourteen and seventy-three one hundredths (14.73) PSIA.

(b) Business Day: a Day which is not a Saturday, Sunday or other Day on which commercial establishments in Pittsfield, Massachusetts or Denver, Colorado are authorized by law or executive order to remain closed.

(c) Commercial Operation Date: 12:01 a.m. on the first day of the month following the date Shipper designates, in writing, as the initial date of commercial operation of the initial electrical generating capability of

Shipper's cogeneration facility, which shall not precede the later to occur of (i) substantial completion of the cogeneration facility for purposes of the cogeneration facility's construction contract, (ii) the initial date upon which the cogeneration facility generates at least eighty thousand kilowatts (80,000 KW) of electricity continuously for a period of eight (8) consecutive hours, or (iii) the date on which the cogeneration facility has met all requirements necessary for either the Massachusetts Electric Company or the New England Power Company to claim the capability of the facility in meeting its capability responsibility requirements under the New England Power Pool Agreement dated September 1, 1971, as amended.

(d) Contract Year: the first Contract Year shall be the period beginning on the Commercial Operation Date and continuing for a period of twelve (12) consecutive months thereafter; each successive Contract Year shall be the period of twelve (12) consecutive months commencing with the end of the preceding Contract Year.

(e) Day: a period of twenty-four (24) consecutive hours beginning and ending at 8:00 a.m. (Pittsfield, Massachusetts time), or at such other hour as Transporter and Shipper agree upon.

(f) Distribution Line: the pipeline of approximately eleven and one-half (11.5) miles in length to be constructed by Transporter from the initial Point of Receipt to the Point of Delivery so as to be able to transport and deliver no less than Shipper's and Transporter's maximum daily quantities, as set forth in sections 2.1 and 5.1.

(g) Facilities: the Distribution Line and all related equipment, including but not limited to measurement equipment, needed by Transporter to receive natural gas at the initial Point of Receipt and to transport and deliver such natural gas to Shipper at the Point of Delivery.

(h) Lender: any entity or entities which supply capital, whether in the form of debt or equity, to Shipper for Shipper's cogeneration facility and/or for the Facilities.

(i) MMBtu: one million (1,000,000) Btu's.

(j) O&M Expenses: all costs and expenses incurred or accrued by Transporter and directly attributable or appropriately allocable to Transporter in connection with owning, operating and maintaining the Facilities (except to the extent that Altresco elects to capitalize such expenses pursuant to section 3.4), those costs incurred in connection with regulatory requirements and all property, excise, sales or other taxes now existing or hereinafter imposed on Transporter as a result of Transporter's construction, ownership or utilization of the Facilities.

(k) Party: either Shipper or Transporter as the context may require.

(l) Point of Delivery: the point at which natural gas shall be delivered by Transporter to Shipper. The Point of Delivery hereunder shall be at the interconnection between Transporter's Distribution Line and Shipper's cogeneration facility in Pittsfield, Massachusetts.

(m) Point of Receipt: the point or points at which all natural gas subject to this Agreement is received by Transporter for delivery to Shipper. The initial Point of Receipt shall be at an interconnection between Transporter and Tennessee to be constructed at or near Tennessee's main line valve no. 256. The Parties may agree from time to time, subject to appropriate regulatory approvals, in writing, on different or additional Point(s) of Receipt under this Agreement.

(n) Point of Interconnection: the point at which the Facilities and Transporter's distribution system interconnect immediately downstream of the Point of Delivery.

(o) Prime Interest Rate: the rate of interest announced publicly by Chase Manhattan Bank, N.A. in New York, New York from time to time as its prime, or the equivalent, commercial lending rate offered by said bank to its best commercial customers.

(p) PSIA: pounds per square inch absolute.

(q) Tennessee: Tennessee Gas Pipeline Company and its affiliates.

ARTICLE 2 - QUANTITIES

2.1 During the term of this Agreement, and subject to the terms and conditions of this Agreement, Shipper may nominate and, upon receipt of such nomination, Transporter shall receive for transportation for the account of Shipper at the Point of Receipt natural gas up to a maximum daily quantity of forty thousand (40,000) MMBtu's and shall on a firm basis transport and deliver an equivalent quantity to Shipper at the Point of Delivery for exclusive use at Shipper's cogeneration facility.

2.2 Subject to section 11.2, on any Day or Days during which Transporter will not fully utilize the five thousand (5,000) MMBtu's of firm capacity provided for pursuant to section 5.1, Shipper may request interruptible transportation on behalf of Shipper from the Point of Receipt of additional natural gas. The quantity of natural gas to be so transported as described herein shall not exceed the unused portion of Transporter's firm capacity rights under section 5.1 for the particular Day upon which interruptible transportation is being requested by Shipper in accordance with this section 2.2. Upon such request of Shipper, Transporter shall transport and deliver, on an interruptible basis, an equivalent quantity of natural gas requested pursuant to this section 2.2.

ARTICLE 3 - FACILITIES

3.1 Transporter shall design, install, construct, inspect, test, operate, repair, replace and maintain the Facilities in accordance with Transporter's own specifications, in accordance with sound and prudent natural gas industry practice and in accordance with all laws, rules, regulations, orders and directives of any applicable authority having jurisdiction.

3.2 Prior to construction, Transporter shall submit to Shipper for review its plans for the design, installation and construction of the Facilities, such plans to include an estimate of the total cost of design, construction and installation. Such estimate as provided by Transporter in accordance herewith shall segregate the total estimated cost of such design, construction and installation into standard cost categories (the "Segregated Cost Estimates") to be established in a form to be agreed upon by the Parties. Shipper shall have thirty (30) Days following its receipt of Transporter's plans to review them and to provide in writing any suggestions for revisions to such plans. In the event and to the extent that Shipper fails to respond within such thirty (30) Day period, Transporter's plans for the design, installation and construction of the Facilities and related cost estimates, if any, shall be deemed unobjectionable to Shipper in all respects. The Facilities shall be designed, installed, constructed, operated and maintained so as to supply natural gas on a firm basis in accordance with the then current requirements of Shipper's cogeneration facility. It is the intent of the Parties that the cost of the Facilities shall be reasonably consistent with the estimate provided by Transporter in accordance with this section 3.2, taking into account such matters as, without limitation, inflation, unforeseen delays and shortages matters arising from weather or natural catastrophes, governmental orders, regulation or action. In the event that Transporter determines that the actual cost for a particular component of the design, installation and construction costs of the Facilities will exceed the corresponding and appropriate Segregated Cost Estimate by twenty percent (20%) or more, Transporter shall notify Shipper of such event.

3.3 Shipper and Shipper's Lenders shall provide to Transporter sufficient funds to pay for the aggregate cost of Facilities through the provision of Capital, as specified in the Support Agreement to be executed contemporaneously with the execution of this Agreement.

3.4 If, at any time during the term of this Agreement, Transporter reasonably determines that it is necessary to (i) replace all or some portion of the Facilities, (ii) relocate all or some portion of the Facilities to comply with a law, rule, regulation, order or directive of any applicable authority having jurisdiction, or (iii) repair all or some portion of the Facilities and the cost of each such particular event of repair exceeds ten thousand dollars ($10,000) (it being understood that the cost of a particular event of repair less than or equal to ten thousand dollars ($10,000) shall be recoverable by Transporter under section 4.2), then Shipper and/or Shipper's Lenders shall reimburse Transporter for the cost of such replacement, relocation or repair. Shipper shall elect, in its sole discretion, whether to (i) reimburse Transporter for the cost of such replacement, relocation or repair by treating all or a portion of such cost as an O&M Expense payable to Transporter as a component of the Operational Charge, as defined in section 4.2, (ii) treat all or the balance of such cost, if any, as a capitalized expense (the "Capitalized Expenses") payable to Transporter pursuant to section 3.3 and the Support Agreement or (iii) require that Transporter, to the extent feasible, finance the cost of such replacement, relocation or repair in which case such cost, with a carrying charge calculated at Transporter's actual cost of capital, shall be recovered from Shipper through an adjustment to the Operational Charge, as defined in section 4.2, over an amortization period to be agreed upon by the Parties. Notwithstanding the foregoing, if, during the final four (4) Contract Years of this Agreement, Transporter determines that Transporter must repair, relocate or replace all or some portion of the Facilities to comply with a law, rule, regulation, order or directive of any applicable authority having jurisdiction, the Parties shall agree to an adjustment to the term of this Agreement or, in the alternative, upon the terms and conditions pursuant to which Shipper and/or Shipper's Lenders shall reimburse Transporter for a fair and equitable percentage of the costs incurred in connection with such repair, relocation or replacement, taking into consideration the remaining term of this Agreement, the cost of the repair, relocation or replacement in relation to the original Capital, the remaining useful life of the Facilities following the repair, relocation or replacement and the percentage of the total throughput utilized by Transporter in transporting natural gas through the Facilities for Transporter's own system supply needs or to serve other customers. If such repair, relocation or replacement during such final four (4) Contract Years is not required to comply with a law, rule, regulation, order or directive, the Parties shall meet to determine whether Shipper and/or Shipper's Lenders should reimburse Transporter as well as the terms and conditions pursuant to which such reimbursement is made. In no event shall Shipper or Shipper's Lenders be responsible for or liable to Transporter for reimbursement of the cost of repair or replacement to the extent that Shipper is able to demonstrate that such cost arises from the repair or replacement of the Facilities as a result of or caused by the action of any other customer of Transporter utilizing the Facilities.

3.5 If, at any time during the term of this Agreement, the Parties wish to utilize the Facilities, either on a firm or interruptible basis, to transport quantities of natural gas in excess of the sum of

Shipper's and Transporter's firm capacity rights under Article 2 or Article 5, respectively, the Parties shall meet to agree on the terms and conditions under which either Party may so utilize the Facilities.

3.6 If, at any time subsequent to the submission of Transporter's plans for the design, installation and construction of the Facilities to Shipper for review, Transporter determines that the total cost of design, installation and construction will exceed the estimated cost provided by Transporter to Shipper pursuant to section 3.2 by twenty percent (20%) or more, Transporter shall immediately notify Shipper in writing, specifying the reasons for the increase in costs and a revised estimate of the total cost for the design, installation and construction of the Facilities.

ARTICLE 4 - RATE FOR SERVICE

4.1 This Agreement provides for transportation of natural gas by Transporter for the account of Shipper on a cost of service basis plus a throughput charge. In accordance therewith, Shipper shall pay Transporter for firm transportation service rendered by Transporter pursuant to the terms and conditions of this Agreement through the payment of a monthly Contract Charge. The monthly Contract Charge shall consist of an Operational

Charge, as defined in section 4.2, a Finance Charge, as defined in section 4.3, and a Throughput Charge, as defined in section 4.4.

4.2 Shipper shall reimburse Transporter for all O&M Expenses through the payment of an Operational Charge. As of the first Contract Year, the Operational Charge shall be a rate of one and one-half cents ($.015) per MMBtu to be recovered over an assumed daily natural gas throughput of thirty-one thousand, five hundred (31,500) MMBtu's during the Contract Year. At the end of each Contract Year, Transporter shall reasonably determine its actual O&M Expenses during such Contract Year and shall reconcile that amount with the amount recovered by Transporter though the Operational Charge during the Contract Year. To the extent that Transporter's actual O&M Expenses exceed the amounts recovered through the Operational Charge, Transporter shall be entitled to recover the excess, with interest calculated at the Prime Interest Rate from a date which is six (6) months from the beginning of the Contract Year, as a surcharge to be added to the Operational Charge and amortized ratably each month during the succeeding Contract Year. To the extent that the amounts recovered through the Operational Charge exceed Transporter's actual O&M Expenses, Shipper shall be entitled to recover the excess, with interest calculated at the Prime Interest Rate from a date which is six (6) months from the beginning of the Contract Year, as a credit to the Operational Charge to be amortized ratably each month during the succeeding Contract Year. The Parties may agree from time to time in writing to adjust the Operational Charge to more accurately recover Transporter's anticipated O&M Expenses during each Contract Year.

4.3 Shipper shall advance amounts to Transporter for all payments to be made by Transporter on the long-term debt and for the preferred stock under the Support Agreement through the payment of a Finance Charge throughout the primary term of this Agreement. The Parties shall agree in writing on the amount of the monthly Finance Charge to be paid by Shipper within ten (10) days after the Funding Group, as defined in the Support Agreement to be executed contemporaneously with the execution of this Agreement, has provided Transporter with the Capital pursuant to section 2 of the Support Agreement.

4.4 Subject to the limitation set forth in section 4.5, Shipper shall pay to Transporter a monthly Throughput Charge beginning in the first month of the fifth (5th) Contract Year. From the first month of the fifth (5th) Contract Year through the final month of the ninth (9th) Contract Year, the monthly Throughput Charge shall be computed as the product of (i) the number of MMBtu's actually transported by Transporter for the account of Shipper through the Facilities during the month and (ii) a rate of one and one-half cents ($.015) per MMBtu. From the first month of the tenth (10th) Contract Year through the final month of the nineteenth (19th) Contract Year, the monthly Throughput Charge shall be computed as the product of (i) the number of MMBtu's actually transported by Transporter for the account of Shipper through the Facilities during the month and (ii) a rate of three and one-half cents ($.035) per MMBtu. From the first month of the twentieth (20th) Contract Year through the final month of the twenty-fifth (25th) Contract Year, the monthly Throughput Charge shall be computed as the product of (i) the number of MMBtu's transported by Transporter for the account of Shipper through the Facilities during the month and (ii) a rate which is the greater of (x) five and one-half cents ($.055) per MMBtu or (y) the rate of three and one-half cents ($.035) per MMBtu escalated annually and cumulatively by the percentage change from year to year in the Consumer Price Index from the first month of the tenth (10th) Contract Year through the final month of the nineteenth (19th) Contract Year.

4.5 It is understood and agreed that the total transportation charges for which Shipper is entitled to reimbursement under the Power Purchase Agreement dated December 9, 1987 by and between Altresco Pittsfield, Inc. and Massachusetts Electric Company, as amended, (the "Power Purchase Agreement") is limited by a ceiling which ceiling escalates annually (the "PPA Ceiling"). In the event and to the extent that Transporter's recovery of a monthly Throughput Charge, as calculated pursuant to section 4.4, would result in total transportation charges payable by Shipper in excess of the PPA Ceiling, as escalated, Shipper shall be entitled to defer payment of such excess as hereinafter provided (the "PPA Excess"). Instead, Transporter shall accumulate and carry forward into succeeding Contract Years such cumulative and unpaid PPA Excess amounts, with interest calculated at the Prime Interest Rate from the date of deferral, to be recovered by Transporter through the Throughput Charge as soon as possible consistent with the existing PPA Ceiling. Notwithstanding the foregoing, in the event that this Agreement is terminated while there exists a deferred and unpaid PPA Excess, Shipper shall pay to Transporter the amount of such PPA Excess, with interest thereon calculated at the Prime Interest Rate from the date of deferral of such PPA Excess, within sixty (60) Days after such termination of this Agreement.

4.6 The Parties agree that, prior to the Commercial Operation Date, Shipper may require the transportation and delivery by Transporter of quantities of natural gas needed for the start-up and testing of Shipper's cogeneration facility. Following completion of the construction of the Facilities, Transporter shall transport and deliver quantities of natural gas, up to the maximum daily quantity set forth in section 2.1, to Shipper at the Point of Delivery. Shipper shall pay Transporter for all natural gas delivered prior to the Commercial Operation Date through the payment of the Operational Charge as defined in section 4.2.

ARTICLE 5 - TRANSPORTER'S CAPACITY RIGHTS

5.1 Transporter shall have the right to transport on a firm basis through the Facilities from the Point of Receipt to the Point of Interconnection a quantity of natural gas of up to five thousand (5,000) MMBtu's per Day for Transporter's own system supply needs and/or transportation on behalf of Transporter's other customers. Transporter shall be responsible for the payment of all costs incurred to design, install, construct, inspect, test, operate, repair, replace or maintain all equipment, including measurement equipment, necessary from the Point of Delivery to Transporter's distribution system, including, but not limited to, costs associated with the installation of equipment at the Point of Interconnection. Transporter shall not be required to make any payment to Shipper for the use of the capacity rights provided by this section 5.1. The Parties shall subsequently agree, in writing, on the operating procedures to be followed to ensure that (i) Shipper shall not interfere with Transporter's right to firm capacity under this section 5.1 and (ii) Transporter's utilization of the Facilities pursuant to this section 5.1 does not impair the transportation of Shipper's maximum daily requirement as set forth in section 2.1 and that the quantity and time limitations contained herein are met. Nothing in this section 5.1 shall be construed as imposing on Shipper any obligation to arrange or pay for the transportation of natural gas on either the Canadian or United States interstate pipelines for the account of Transporter.

5.2 In addition to the right to transport gas through the Facilities pursuant to section 5.1, on any Day or Days during which Shipper will not fully utilize its maximum daily quantity provided for in section 2.1, Transporter shall have the right to transport, on an interruptible basis, additional quantities of natural gas which such additional quantities shall not exceed the unused portion of Shipper's maximum daily quantity, through the Facilities and shall have the right to receive such additional quantities of natural gas at the Point of Interconnection. The rights of Transporter as described within this section 5.2 shall be subject to the execution of an agreement between the Parties as to the operating procedures to be followed to ensure that Transporter's utilization of the Facilities pursuant to this section 5.2 does not in any way impair the receipt of Shipper's maximum daily quantity of natural gas at the cogeneration facility.

5.3 If, at any time during the term of this Agreement, the operation of Shipper's cogeneration facility is interrupted as a result of Transporter's receipt of natural gas at the Point of Interconnection pursuant to sections 5.1 or 5.2, Shipper shall have the right to require that Transporter take all necessary action to ensure that such interruption is ended and does not reoccur.

ARTICLE 6 - TERM AND TERMINATION

6.1 This Agreement shall be effective as of the satisfaction of the conditions precedent set forth in section 19.1 and shall remain in effect for a primary term of twenty-five (25) Contract Years. The Parties may extend the term of this Agreement, on such terms and conditions as the Parties, acting reasonably, may agree, up to three (3) times, for an additional period of five (5) years each time the Agreement is so extended; provided, however, that this Agreement may be extended as provided herein if and only if the Parties agree to so extend the term no less than three (3) months prior to the end of the Agreement's primary term, or extension thereof, as the case may be, in accordance with this section 6.1.

6.2 This Agreement may be terminated at the option of Shipper, effective upon ten (10) Days written notice, if (i) Shipper reasonably concludes that Transporter will not receive all necessary permits, licenses and approvals, as required by Article 7, by July 31, 1989 and further that Shipper reasonably concludes that the Parties cannot reach agreement on a modification or amendment to the Agreement as required by section 19.1 so as to obtain such permit, license or approval despite diligent efforts to reach such agreement; (ii) Transporter fails to receive all necessary permits, licenses and approvals, as required by Article 7, by July 31, 1989 and such failure will result in a frustration of the cogeneration project; (iii) Transporter notifies Shipper, pursuant to section 3.6, that the total cost of the Facilities will exceed the estimated cost by at least twenty percent (20%); or (iv) Transporter breaches any material term and condition of this Agreement. The Parties may agree, in writing, to extend the time to obtain all necessary permits, licenses and approvals, as required by Article 7, beyond July 31, 1989.

6.3 Upon termination of this Agreement pursuant to section 6.2, Shipper shall be responsible for and liable to Transporter to pay promptly all costs and expenses incurred by Transporter for the design, construction and installation of the Facilities prior to the effective date of termination. Upon termination, Shipper shall be entitled to a credit against any amount due and owing to Transporter pursuant to this section 6.3 for the costs and expenses incurred by Transporter in designing and constructing any portion of the Facilities that Transporter reasonably determines that it can utilize in any other portion of its natural gas distribution system. Shipper shall also be entitled to take possession and make use of any and all materials and equipment for which payment is made to Transporter pursuant to this section 6.3. Following termination, Transporter acknowledges Shipper's right to make alternative arrangements for the transportation of natural gas to Shipper's cogeneration facility. Transporter shall use its best efforts to assist Shipper at Shipper's expense in filing for and obtaining all governmental authorizations needed by Shipper in making alternative supply and transportation arrangements.

ARTICLE 7 - GOVERNMENT REGULATION

7.1 This Agreement is subject to the receipt of all appropriate regulatory authorizations required for the receipt and transportation of natural gas by Transporter and the delivery thereof to Shipper at the Point of Delivery. The Parties shall at all times perform their obligations under this Agreement in full accord with all applicable laws, ordinances, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control over the Parties, their facilities and the transportation of natural gas hereunder.

7.2 Transporter shall promptly endeavor to secure all governmental authorizations which may be required to permit it to perform its obligations under this Agreement including, without limitation, authorization from the Massachusetts Energy Facilities Siting Council to construct and install the Facilities and authorization from the Massachusetts Department of Public Utilities to transport natural gas under this Agreement. Shipper shall provide as much assistance as is reasonably requested by Transporter, including, without limitation, supplying witnesses to testify before governmental authorities, in applying for and in obtaining all necessary permits, licenses and approvals. Transporter shall exercise its best efforts to obtain all such permits, licenses and approvals by July 31, 1989.

7.3 The Parties acknowledge and agree that it is their intention that Transporter fully recover all costs and expenses actually incurred in rendering transportation service under this Agreement. If, as a result of circumstances not presently known or contemplated by the Parties, Transporter's performance of its obligations under this Agreement following the tenth (10th) Contract Year would result in a situation where Transporter is prevented from recovering its actual cost and expenses incurred under this Agreement, the Parties shall meet to modify or amend this Agreement in a mutually agreeable fashion which both preserves the essential business terms of the Agreement and comports with the intentions of the Parties as expressed in this section 7.3. Disputes between the Parties under this section 7.3 which cannot be resolved by agreement shall be submitted to the Massachusetts Department of Public Utilities for resolution.

ARTICLE 8 - QUALITY, PRESSURE AND MEASUREMENT

8.1 Natural gas delivered on behalf of Shipper to Transporter at the Point of Receipt and natural gas delivered by Transporter to Shipper at the Point of Delivery shall meet the quality specifications of Tennessee.

8.2 If Tennessee or any other applicable interstate natural gas pipeline is able to deliver to Transporter on behalf of Shipper at the Point of Receipt natural gas at a constant pressure of at least four hundred and fifty (450) pounds (PSIA), then such natural gas shall be delivered by Transporter to Shipper at the Point of Delivery at a minimum pressure of at least three hundred and twenty-five (325) pounds (PSIA). In no event shall Transporter be obligated to deliver natural gas to Shipper at a pressure higher than that received by Transporter for Shipper's account at the Point of Receipt unless the Parties so agree and all equipment and appurtenances necessary for the delivery of such gas are provided at Shipper's expense.

8.3 Transporter shall install, operate and maintain, at Shipper's expense, at or near the Point of Receipt and, if necessary, at or near the Point of Delivery, all required measuring equipment, including all necessary appurtenances. The quantities of natural gas subject to this Agreement shall be measured in accordance with the published recommendations of the American Gas Association, as amended or superseded from time to time. Shipper shall have the right to be present at the time of any installation, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with Transporter's measuring equipment or checking the measurement of deliveries hereunder. Transporter shall preserve for a period of at least one (1) year all test data, charts and other similar measurement records and, upon written request by Shipper, shall submit copies of such records to Shipper for inspection and verification, subject to return within ten (10) days after receipt thereof. If, at the end of such one (1) year period, Transporter proposes to destroy or discard any data, charts or measurement records, Transporter shall so notify Shipper and Shipper shall have the right to take possession of any or all such materials.

ARTICLE 9 - BILLING

9.1 Transporter shall render to Shipper a statement on or before the tenth (10th) day of each month specifying the quantity of natural gas delivered to the Point of Delivery during the preceding month and all charges for the transportation of such quantity pursuant to Article 4.

9.2 Shipper shall have the right to examine, at reasonable times, the books, records and charts of Transporter, or true and correct copies thereof, to the extent necessary to verify the accuracy of any statement, charge or computation made hereunder or pursuant to any of the provisions hereof.

ARTICLE 10 - PAYMENT

10.1. Shipper shall pay Transporter on or before the last Business Day of the month in which the statement is received. If presentation of Transporter's statement is delayed beyond the tenth (10th) Day of the month, then the time for payment shall be extended one Day for each corresponding Day of delivery. Payment shall be made either by check or wire transfer to a bank designated by Transporter.

10.2 If Shipper shall find at any time within eighteen (18) months after the date of receipt of any statement rendered by Transporter pursuant to Article 9 that it has been overcharged in the amount billed in such statement, and if said overcharge shall have been paid and Shipper shall have made a claim with respect thereto within such eighteen (18) month period, the overcharge, if verified by Transporter, shall be refunded within thirty (30) Days, with interest calculated in accordance with section 10.4 hereof. If Transporter shall find at any time within eighteen (18) months after the date of any statement rendered by it that there has been an undercharge in the amount billed in such statement, it may submit a statement for such undercharge to Shipper, and Shipper, upon verifying the same, shall pay to Transporter the amount of the undercharge, with interest calculated in accordance with section 10.4 hereof.

10.3 If Shipper reasonably disputes any amount specified on Transporter's statement, Shipper shall so advise Transporter giving the reasons therefor. The Parties shall exercise their best efforts to resolve such dispute as soon as possible with the understanding that time is of the essence. If the Parties have not resolved the dispute within thirty (30) Days of Shipper advising Transporter of such dispute, Shipper shall elect to either (i) pay the amount in dispute pending continued efforts between the Parties to resolve the dispute; (ii) post a bond or its equivalent to guarantee Transporter access to funds with which to pay the amount in dispute if required upon ultimate resolution of such dispute; or (iii) proceed pursuant to the procedures set forth in section 10.4 with respect to the accrual of interest on the amount in dispute, Transporter's right to suspend deliveries and Shipper's right to cure. Shipper shall promptly notify Transporter of its election. Irrespective of which option is selected by Shipper, the Parties shall continue to exercise their best efforts to resolve the dispute as soon as possible.

10.4 Except to the extent otherwise provided for in section 10.3, if Shipper does not pay the amount shown due and owing within the time period set forth in section 10.1, Transporter shall accrue interest on the amount unpaid at the Prime Interest Rate, compounded monthly. If such nonpayment continues for a period of ninety (90) Days, then, effective upon fifteen (15) Days written notice to Shipper, Transporter shall have the right to suspend deliveries of natural gas to Shipper at the Point of Delivery until payment is made, in which case Transporter shall not suspend deliveries of natural gas if Shipper cures its nonpayment within such fifteen (15) Day period.

ARTICLE 11 - NOMINATIONS

11.1 Shipper shall nominate its schedule of daily quantities of natural gas to be delivered by Transporter at the Point of Delivery at the same time Shipper nominates its schedule of deliveries to Tennessee. Shipper's failure to nominate shall cause continuation of the last nomination received by

Transporter. No less than sixty (60) Days prior to the Commercial Operation Date, Transporter shall notify Shipper, in writing, of the name and telecopier number to whom and to which Shipper's nomination shall be sent and Shipper shall notify Transporter, in writing, of the name and telecopier number to whom and to which written confirmation of the receipt of such nomination shall be sent. Either Party, by written notice to the other, may change its designated recipient for nominations or confirmation thereof. Each Party shall arrange to have an individual available at all times to receive notification from the other Party in the event of an emergency.

11.2. Transporter shall notify Shipper, in writing, of its schedule of daily quantities of natural gas to be delivered to Transporter utilizing the firm capacity rights provided for under section 5.1 at the same time Transporter nominates its schedule of deliveries to Tennessee or other applicable interstate pipeline. If, following receipt of such notification, Shipper determines that it will require transportation of natural gas utilizing any unused portion of Transporter's firm capacity rights under section 5.1 for one or more Days during a month, Shipper shall so advise Transporter at the same time that Shipper nominates such quantities with Tennessee but in no event less than twenty-four (24) hours prior to the first Business Day of such month, specifying the additional quantities to be delivered and the schedule for deliveries. Transporter shall notify Shipper as soon as possible if Transporter determines that it will be unable to deliver to the Point of Delivery such additional quantities. Shipper shall pay Transporter for all quantities of natural gas delivered by Transporter pursuant to sections 2.2 and 11.2 at the Point of Delivery at a rate which is the sum of the Operational Charge, as defined in section 4.2, and, if applicable, the Throughput Charge, as defined in section 4.4.

11.3 Shipper shall use its best efforts to nominate its natural gas requirements for each month as accurately as possible. In the event that, subsequent to submission of its nomination, Shipper determines that its daily natural gas requirements will exceed the quantities nominated, Shipper shall immediately so inform Transporter, which such notice shall be given not less than twenty-four (24) hours prior to the Business Day for which Shipper requests revised transportation quantities or such other minimum notice requirement as may be imposed by Tennessee to nominate revised transportation quantities. Upon receipt of such notification, Transporter shall make best efforts to deliver the revised schedule of natural gas deliveries up to the maximum daily quantity to Shipper at the Point of Delivery. Both Parties shall exercise reasonable efforts to take delivery of natural gas in uniform hourly quantities.

ARTICLE 12 - INTERIM TRANSPORTATION ARRANGEMENTS

12.1 If, as of the date on which Shipper's cogeneration facility is scheduled to commence start-up and testing operations. Transporter has not completed the construction and installation of the Facilities, Transporter shall exercise its best efforts, at Shipper's expense, to make interim transportation arrangements for the delivery of up to Shipper's maximum daily quantity as set forth in section 2.1 until the Facilities are in service, consistent with Transporter's service obligations under the laws of the Commonwealth of Massachusetts, including, without limitation, the interests of Transporter's firm ratepayers, the rules, regulations and orders of the Massachusetts Department of Public Utilities and Transporter's natural gas tariff, as approved by the Massachusetts Department of Public Utilities. This section 12.1 shall survive termination of this Agreement pursuant to Article 6.

ARTICLE 13 - FORCE MAJEURE

13.1 If, by reason of the occurrence of an event of force majeure, either party hereto is rendered unable to exercise all or some part of its rights or to perform all or some part of its obligations, and if such inability of exercise or performance could not have been prevented or overcome or cannot be remedied with the exercise of due diligence by such party, the exercise of such rights and the performance of such obligations shall be suspended, to the extent that the party claiming force majeure has been rendered unable to exercise such rights or perform such obligations, during the pendency of the force majeure event. The party claiming force majeure shall give notice and reasonably full particulars of such event, in writing or by telex, telegraph or other written form of telecommunication, to the other within a reasonable time after the occurrence thereof.

13.2 For purposes of this Agreement, the term "force majeure" shall include but not be limited to the following: any Acts of God, lightning, storms, earthquakes, landslides, floods, washouts, fires, explosions, ruptures, breakage of or accidents to pipeline, plant, machinery and equipment, shortages of necessary labor, strikes, lockouts, other industrial disturbances, civil disturbances, sabotage, acts of the public enemies, war, blockages, laws, orders, rules, regulations, acts or restraints by a court, regulatory authority or a government or governmental body or authority, civil or military, interruption or curtailment of natural gas supplies or transportation thereof, inability to obtain or revocation, suspension or amendment of any permit, license, certificate or authorization of any governmental or regulatory body required to perform or comply with any obligation or condition of this Agreement, and any other cause, whether herein enumerated or otherwise, not reasonably within the control of the Party claiming suspension which by the exercise of due diligence such Party is unable to prevent or overcome.

13.3 Notwithstanding any other provision herein, the Parties agree that a lack of funds or other financial cause shall not in any circumstance be an event of force majeure.

13.4 Notwithstanding any other provision herein, the Parties agree that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the Party involved.

ARTICLE 14 - NOTICES

14.1 All notices and other communications, except nominations, required or permitted by this Agreement shall be in writing and shall be delivered by hand, or mailed by courier delivery, or sent by written electronic communication to the addressee as follows:

<u>Shipper</u>:

Altresco, Inc.
Attention: Mr. Glen R. Schuepbach
600 South Cherry Street
Suite 1200
Denver, Colorado 80222
Telephone No.: 303-320-8306
Telecopier No.: 303-321-6133

cc:

Barry Curtiss-Lusher, Esq.
3430 East 7th Avenue Parkway
Denver, Colorado 80206
Telephone No.: 303-333-4636
Telecopier No.: 303-331-8977

<u>Transporter</u>:

The Berkshire Gas Company
Attention: Gas Supply
115 Cheshire Road
Pittsfield, Massachusetts 01201
Telephone No.: 413-442-1511
Telecopier No.: 413-442-1511 ext. 246

cc:

The Berkshire Gas Company
Attention: Chief Executive Officer
115 Cheshire Road
Pittsfield, Massachusetts 01201

Either Transporter or Shipper, by written notice to the other, may change its address or add other parties to be notified.

14.2 Notice and communications sent by written electronic communication or delivered by hand shall be conclusively deemed to have been received at the opening of business in the office of the addressee on the Business Day next following the sending thereof. If a notice is delivered by prepaid "overnight" courier service, it shall be conclusively deemed to have been received by the addressee on the second (2nd) Business Day following the sending thereof. For a notice hereunder to be effective, it shall be received within the period, if any, prescribed for it in this Agreement.

ARTICLE 15 - RISK OF LOSS

15.1 As between Shipper and Transporter, risk of loss for all quantities of natural gas delivered hereunder shall pass from Shipper to Transporter at the Point(s) of Receipt and from Transporter to Shipper at the Point of Delivery. Risk of loss for all quantities of natural gas received by Transporter under Article 5 shall pass from Shipper to Transporter at the Point of Interconnection.

15.2 Shipper covenants and agrees with Transporter that all natural gas delivered by Shipper to Transporter at the Point(s) of Receipt pursuant to this Agreement shall be delivered by Shipper free from all liens and adverse claims and that Shipper has good and clear title to such gas upon delivery.

15.3 Transporter covenants and agrees with Shipper that all natural gas transported and delivered by Transporter to Shipper at the Point of Delivery pursuant to this Agreement shall be delivered by Transporter free from all liens and adverse claims which may arise on account of the acts or omissions of Transporter.

ARTICLE 16 - GOVERNING LAW

16.1 The validity or meaning of this Agreement and the rights and obligations of the Parties with respect to performance under this Agreement shall be construed and resolved under the laws of the Commonwealth of Massachusetts. The Parties agree that, except as set forth in section 7.3, courts located within the Commonwealth of Massachusetts shall have personal jurisdiction over any dispute between the Parties under this Agreement, subject to G.L. c. 223, and that actions and suits in connection with such dispute may only be commenced and prosecuted in such courts.

ARTICLE 17 - SEVERABILITY

17.1 If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

ARTICLE 18 - WAIVER

18.1 A waiver of a breach of a provision hereof shall not be binding upon a Party unless the waiver is in writing and the waiver shall not affect such Party's rights with respect to any other or future breach.

ARTICLE 19 - ADDITIONAL COVENANTS

19.1 The Parties recognize and acknowledge that, upon execution, this Agreement shall be submitted for review and approval to (i) governmental agencies as required by Article 7 including, but not limited to, the Massachusetts Department of Public Utilities;
(ii) Massachusetts Electric Company, as the purchaser of the net electric output of Shipper's cogeneration facility, and (iii) Shipper's Lenders. The receipt of all such approvals shall be a condition precedent to the effectiveness of this Agreement. In the event that any modification or amendment to this Agreement is necessary to secure such approvals, the Parties covenant and agree that each will cooperate with the other to reach agreement on such modification or amendment which best preserves the business terms of the Agreement.

19.2 Transporter covenants and agrees that, as soon as reasonably possible following execution of this Agreement, Transporter shall submit to Tennessee for review and approval its plans for the interconnection of Transporter's Distribution Line with Tennessee's interstate pipeline at or near Tennessee's main line valve no. 256. Transporter shall exercise its best efforts to obtain Tennessee's approval of such plans in a timely fashion.

19.3 It is expressly agreed that three (3) agreements be executed contemporaneously in order to reflect the understanding and intent of the Parties and that such agreements consist of this Agreement, a Support Agreement and a Fuel Purchase Agreement and further that such agreements are intended to create concurrent obligations thereunder. To that end, and without limitation implied, it is expressly acknowledged that the obligation of Transporter to construct the Facilities is contingent upon the consummation of the provisions of the Support Agreement which obligates the Shipper to cause the funding, both during construction and on a permanent basis, of the costs incurred by Transporter in connection with such construction.

ARTICLE 20 - INUREMENT AND ASSIGNMENT

20.1 This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the Parties.

20.2 Shipper covenants and agrees with Transporter in the event of a sale, assignment, conveyance, lease or transfer of assets constituting all or part of Shipper's cogeneration facility to a third party, that a condition of such sale, assignment, conveyance, lease or transfer shall be that the third party shall covenant to assume and to perform the obligations of the Shipper under this Agreement. This Agreement shall be deemed to be a covenant running with the land with respect to the land or lease on which Shipper's cogeneration facility is located and a memorandum of this Agreement shall be recorded in the appropriate recording office to provide actual and constructive notice hereof.

20.3 This Agreement shall not be assigned by Shipper or Transporter without the prior written consent of the other which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Transporter hereby consents to the assignment of this Agreement to Shipper's Lender(s), as collateral security for the performance of Shipper's obligations in connection with the financing of Shipper's cogeneration facility as well as to the assignment of all or any portion of Shipper's interest in this Agreement to any corporation or partnership affiliated with Shipper provided that such consent shall be on reasonable terms and conditions. Transporter shall execute consents and acknowledgments reasonably requested by Shipper or Shipper's Lender(s) to effect such assignments in connection with the financing of Shipper's cogeneration facility, including providing a reasonable opportunity to Lender(s) to cure any Shipper default hereunder.

ARTICLE 21 - INDEMNIFICATION

21.1 Shipper shall defend, indemnify and save Transporter harmless from all suits, actions, debts, accounts, liens, fines, penalties, statements of claim, attachments, damages, costs, losses, liabilities and expenses arising from or out of claims (the "Claims") of any or all persons which arise due to the acts or omissions of Shipper in arranging the transportation of natural gas prior to delivery of such natural gas to Transporter at the Point of Receipt and after receipt of such natural gas from Transporter at the Point of Delivery.

21.2 Transporter shall defend, indemnify and save Shipper harmless from all suits, actions, debts, accounts, liens, fines, penalties, statements of claim, attachments, damages, costs, losses, liabilities and expenses arising from and out of claims (the "Claims") of any or all persons which arise due to the actions or omi. ions of Transporter in transporting natural gas for Shipper's account as provided hereunder after receipt of such natural gas at the Point of Receipt and prior to delivery of such natural gas to Shipper at the Point of Delivery and after receipt of natural gas from Shipper at the Point of Interconnection. In the event that Transporter elects to purchase insurance to cover some or all of its potential liability under this section 21.2, Shipper shall reimburse Transporter for the reasonable cost of such insurance through payment of the Operational Charge as defined in section 4.2.

ARTICLE 22 - HEADINGS

22.1 The headings used throughout this Agreement are inserted for reference purposes only, and are not to be considered or taken into account in construing the text.

ARTICLE 23 - AMENDMENTS

23.1 This Agreement may not be amended without the execution of a written document by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

"SHIPPER"

ALTRESCO, INC.

By: S.P. Schoaglink
President

"TRANSPORTER"

THE BERKSHIRE GAS COMPANY

By: Michael P. Marrone
Vice President & Treasurer

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question
AG-1-25: Please refer to D.T.E. 05-58, AG-RR-1. State whether the Department of Telecommunications (DTE) approved TAs and GPAs and provide a brief explanation. Include the approximate review dates and copies of all related DTE orders.

Response: Berkshire filed the Transportation Agreement and the AFPA for approval by the Department of Public Utilities (now the Department of Telecommunications and Energy). The Department's decision approving the Transportation Agreement on May 12, 1989 is provided as Attachment AG 1-25(a). The AFPA was approved in docket D.P.U. 93-22 but the Company did not have a copy of such approval available. The Company was not a party to the GPAs.

The Commonwealth of Massachusetts
Department of Public Utilities
100 Cambridge Street — 12th Floor
Boston, Massachusetts 02202

(617) 727-3500

May 12, 1989

Les H. Hotman
Director of Planning
Berkshire Gas Company
115 Cheshire Road
Pittsfield. MA 01201

Dear Mr. Hotman:

On April 28, 1989, the Berkshire Gas Company ("Berkshire") filed for review pursuant to G.L. c. 164, sec. 94 a Firm Transportation Agreement ("Agreement") between Berkshire and Altresco, Inc. ("Altresco"). The Agreement would establish the terms and conditions by which Berkshire would transport natural gas for Altresco to a cogeneration facility located in Pittsfield, Massachusetts. Berkshire also submitted copies of two other documents, a Support and Fuel Purchase Agreement, which relate to the development of the Altresco project.

The Department has completed its review of the Firm Transportation Agreement in accordance with Massachusetts G.L. c. 164, sec. 94 and hereby approves the Firm Transportation Agreement between Berkshire and Altresco. The transportation rate is based on the Company acting as the transporter and Altresco as the shipper. The service offered by Berkshire will meet the variable cost of service provided. In approving the Firm Transportation Agreement, the Department expressly makes no finding about the future ratemaking treatment of the costs and revenues associated with the project. The Department will review ratemaking issues in future rate cases involving Berkshire.

The Support and Fuel Purchase Agreements, submitted to the Department along with the Firm Transportation Agreement, relate to the Firm Transportation Agreement. The Support Agreement sets forth the project financing for constructing the transportation facilities and the Fuel Purchase Agreement secures an additional fuel supply for Berkshire. The actual terms of the Support Agreement have not been determined.

Berkshire indicates that when such terms are finalized, it will seek approval of certain financing mechanisms in accordance with G.L. c. 164, sec. 14. Berkshire asked the Department to take into account the Support and Fuel Purchase Agreements in its consideration of the Transportation Agreement. Accordingly, the Support and the Fuel Purchase Agreements have been considered only for the purposes of aiding our understanding of the Firm Transportation Agreement. We make no findings regarding the Support and Fuel Purchase Agreement, both of which may be subject to the Department's review in other proceedings.

Sincerely yours,

Bernice K. McIntyre, Chairman

Susan F. Tierney, Commissioner

Robert N. Werlin, Commisioner

Attorney General
First Set of Information Requests

THE BERKSHIRE GAS COMPANY
D.T.E. 06-27

Witness: **Jennifer M. Boucher**
Date: **April 25, 2006**

Question AG-1-26: Please refer to D.T.E. 05-58, Tr. pp. 13. Please thoroughly explain:

a. each and every reason for the Canadian Gas Supplier's termination of the supply contracts, and;
b. the Company's position on whether suppliers breached any supply contract between the suppliers and Altresco, Altresco Pittsfield and/or PurEnergy when the suppliers terminated those supply contracts.

Response: The Company is not aware of the basis for the termination of the plant operator's then current gas supply contracts described in the referenced testimony. The Company understands that the referenced agreements are not the GPA defined in the FPA.